As filed with the Securities and Exchange Commission on November 7, 2007

Registration No. 333-146137

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

AMENDMENT NO. 1
to
FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

MAIDEN HOLDINGS, LTD.

(Exact Name of Registrant As Specified in Its Charter)

Bermuda	**6331**	**N/A**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

7 Reid Street
Hamilton HM 11
Bermuda
(441) 292-7090

(Address, Including Zip Code, and Telephone Number,
Including Area Code, of Registrant's Principal Executive Offices)

CT Corporation System
111 8th Avenue, 13th Floor
New York, New York 10011
(212) 590-9330

(Name, Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent for Service)

Copy to:
Matthew M. Ricciardi
Dewey & LeBoeuf LLP
125 West 55th Street
New York, New York 10019
Telephone: (212) 424-8000
Facsimile: (212) 424-8500

Approximate date of commencement of proposed sale to the public: From time to time 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, as amended (the "Securities Act"), check the following box. x

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

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. o

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. o

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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	**Amount to Be Registered**	**Proposed Maximum Offering Price Per Share**	**Proposed Maximum Aggregate Offering Price(1)**	**Amount of Registration Fee***
Common Shares, par value $0.01 per share	56,920,000	$ 9.00	$ 512,280,000	$ 15,727

* $16,454 was previously paid in connection with the initial filing.

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) under the Securities Act. No exchange or over-the-counter market exists for the registrant's common shares; however, the registrant's shareholders have privately sold common shares using the PORTAL Market. The fee is based on the price of the registrant's common shares on September 13, 2007, which was reported on the PORTAL Market at a price of $9.00 per share.

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 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The 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 state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED NOVEMBER 7, 2007

PROSPECTUS

56,920,000 Common Shares

The selling shareholders named in this prospectus are offering up to 56,920,000 of our common shares. The selling shareholders will receive all of the proceeds from the sale of the common shares, less any brokerage commissions, and therefore we will not receive any of the proceeds from their sale of our shares.

No public market currently exists for our common shares, and our common shares are not currently listed on any national exchange or market system. Application will be made to have our common shares approved for listing on the NASDAQ Global Market or the New York Stock Exchange under the symbol " ."

Investing in our shares involves significant risks. See "Risk Factors" beginning on page 7 of this prospectus to read about the risks you should consider before buying our shares.

Because all of the shares being offered under this prospectus are being offered by the selling shareholders, we cannot currently determine the price or prices at which our common shares may be sold under this prospectus. Prior to the date of this prospectus, we are aware that some of our common shares have been sold in private resale transactions by qualified institutional buyers that purchased our common shares in a private offering that closed in July 2007. We understand those sales have been reported to the Portal Market. To our knowledge, the most recent price at which shares were resold was $9.00 per share on October 8, 2007. Future prices will likely vary from that price and these sales may not be indicative of prices at which our common shares will trade. Thereafter, the selling shareholders may sell all or a portion of these shares from time to time in market transactions through any stock exchange or automated interdealer quotation system on which the common shares are listed or quoted at the time of sale, in the over-the-counter market, in privately negotiated transactions or otherwise, and at prices and on terms that will be determined by market prices prevailing at the time of sale, or at negotiated prices directly or through a broker or brokers, who may act as agent or as principal or by a combination of such methods of sale. For additional information on the methods of sale, you should refer to the section entitled "Plan of Distribution."

None of the Securities and Exchange Commission (the "SEC"), any state securities regulators, the Registrar of Companies in Bermuda or the Bermuda Monetary Authority has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2007

CERTAIN IMPORTANT INFORMATION

For your convenience, we have included below definitions of terms used in this prospectus. In addition, we have provided a Glossary, beginning on page G-1, of selected insurance, reinsurance and investment terms.

In this prospectus, unless the context suggests otherwise:

- "Maiden Holdings," "the Company," "our company," "we," "us" or "our" refer to Maiden Holdings, Ltd. and Maiden Insurance Company, Ltd. ("Maiden Insurance"), our Bermuda reinsurance subsidiary; and
- "AmTrust" refers to AmTrust Financial Services, Inc. and its subsidiaries.

Potential investors are warned that financial information presented in this prospectus may not be indicative of our future operating results or financial performance.

In this prospectus, amounts are expressed in U.S. dollars and the financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"), except as otherwise indicated.

The exchange rates used in this prospectus are based on the noon buying rates as quoted by the Federal Reserve Bank of New York on October 22, 2007.

We are in the process of filing for registration in the U.S. Patent and Trademark Office for the marks "Maiden Holdings, Ltd." and "Maiden Insurance Company, Ltd." All other brand names or trade names appearing in this prospectus are the property of their respective holders.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. Because it is a summary, it does not contain all of the information that you should consider before investing in us. You should read the entire prospectus carefully, including the sections entitled "Risk Factors," "A Warning About Forward-Looking Statements" and the financial information contained in this prospectus before investing in us. For your convenience, we have included a glossary beginning on page G-1 of selected reinsurance, insurance and investment terms.

Overview

We are a Bermuda holding company formed in June of 2007 to provide customized reinsurance products and services to subsidiaries of AmTrust Financial Services, Inc. ("AmTrust") and small insurance companies and managing general agents in the United States and Europe. We also plan to market to Lloyd's of London ("Lloyd's") syndicates and program administrators. Lloyd's is a competitive insurance market where individual underwriters accept risks on behalf of groups, called syndicates, of individual and corporate members whose resources provide the security behind Lloyd's policies. Reinsurance is an arrangement by which one insurance company, called the reinsurer, agrees to indemnify another insurance (or reinsurance) company, called the ceding company, against all or a portion of the insurance (or reinsurance) risks underwritten by the ceding company under one or more policies.

We were formed to capitalize on the market opportunities arising from the limited supply of traditional quota share and excess of loss reinsurance products. Under traditional quota share reinsurance, a reinsurer provides reinsurance coverage to an insurance company on a pro rata basis based on a ceding percentage without any provisions to limit meaningful losses within the contractual limits. Under excess of loss reinsurance, a reinsurer agrees to reimburse the cedent for all or part of any losses in excess of the cedent's retention, generally up to a predetermined limit, at which point the risk of loss is assumed by another reinsurer or reverts to the cedent. We plan to focus on primary insurers that specialize in products offering coverage at low limits or insuring risks which are believed to be low hazard, predictable and generally not susceptible to catastrophe claims. We plan to provide reinsurance solutions to such insurance companies, to enable them to improve their capacity and ability to deliver and market their products and services.

AmTrust, a publicly traded insurance holding company listed on the NASDAQ Global Market and headquartered in New York, is currently our only customer. Under the quota share reinsurance agreement with AmTrust's Bermuda reinsurance subsidiary, AmTrust International Insurance, Ltd. ("AII"), effective as of July 1, 2007, we reinsure 40% of AmTrust's written premium (net of commissions, in the case of AmTrust's UK subsidiary), net of reinsurance with unaffiliated reinsurers, on AmTrust's existing lines of business and, possibly, future lines of business. In 2006, AmTrust's gross written premiums totaled $526.1 million, and its premiums ceded to unaffiliated reinsurers totaled $89.8 million. AmTrust receives from us a ceding commission of 31% of premiums ceded, subject to adjustments, which is intended to cover its acquisition costs, and a brokerage commission of 1.25% of premiums ceded on all business that we reinsure from AmTrust. We also assumed, effective as of July 1, 2007, 40% of AmTrust's unearned premium reserve, which we expect to result in a transfer to us of approximately $125 million. Our reinsurance agreement with AII has an initial term of three years, and will be extended for further terms of three years unless either party elects not to renew. We believe that our relationship with AmTrust, by providing us with a source of historically profitable business that has expanded substantially over the last several years, should enable us to achieve profitable growth in our first years of operations.

According to A.M. Best Company ("A.M. Best"), there are more than 800 property and casualty insurance companies in the U.S. with less than $100 million in surplus. We plan to expand our client base by offering our products primarily to small insurance companies in the United States and Europe that could benefit from the additional underwriting capacity provided by reinsurance to expand their operations. We plan to pursue reinsurance opportunities with insurance companies, like AmTrust, that specialize in workers' compensation for small businesses in low and medium hazard classes, commercial property and casualty program business for discrete industry segments that are underwritten by managing general agents with appropriate expertise and extended warranty and specialty risk programs that are characterized by low coverage limits and

high volume. We believe we will be able to offer our prospective reinsureds expertise in underwriting and administering specialty property and casualty business.

Maiden Insurance has received a financial strength rating of "A-" (Excellent) from A.M. Best, which is the fourth highest of fifteen rating levels. A rating from A.M. Best indicates A.M. Best's opinion of our financial strength and ability to meet ongoing obligations to our future policyholders.

Market Opportunity

We believe that insurance companies that underwrite specialty property and casualty products, such as workers' compensation for employers in specific low and medium hazard classes, commercial property and casualty programs for businesses in discrete industry segments and extended warranty and specialty risk programs, often do not receive appropriate consideration from reinsurers for their expertise, the risk profiles of their insureds, and the distinctions between their specialty products and general insurance products. We believe that this is especially true for small insurers. We believe the lack of reinsurance capacity with expertise in specialty property and casualty insurance is one of the key constraints on the growth of the business and of the insurers that underwrite it.

AmTrust and its Operations

AmTrust is a multinational specialty property and casualty insurance holding company, which currently transacts business through seven insurance company subsidiaries: Technology Insurance Company, Inc. ("TIC"), Rochdale Insurance Company ("RIC"), Wesco Insurance Company ("WIC") and Associated Industries Insurance Company, Inc. ("AIIC"), which are domiciled in New Hampshire, New York, Delaware and Florida, respectively, and AII, AmTrust International Underwriters Limited ("AIU") and IGI Insurance Company, Ltd. ("IGI"), which are domiciled in Bermuda, Ireland and England, respectively. AmTrust's current majority stockholders acquired AmTrust and its subsidiaries, TIC and AII, from Wang Laboratories, Inc. in 1998 to focus on niche specialty and casualty markets.

AmTrust primarily underwrites insurance in three market segments: workers' compensation for small businesses (average premium less than $5,000 per policy) in the United States; specialty risk and extended warranty coverage for consumer and commercial goods and custom designed coverages, such as accidental damage plans and payment protection plans offered in connection with the sale of consumer and commercial goods, in the United Kingdom, certain other European countries and the United States; and specialty middle-market property and casualty insurance, which consists of workers' compensation, commercial auto and general liability programs for policyholders in discrete industry segments that are generally underwritten by managing general agents.

AmTrust, through its insurance subsidiaries, is a direct insurer in the United States, the United Kingdom and other European countries, which means that it provides insurance coverage directly to policyholders. We are a reinsurer, which means that we assume a portion of the risks insured or reinsured by other insurance companies, such as AmTrust. AmTrust generally does not provide reinsurance for non-affiliates and we do not intend to conduct business as a direct insurer in any jurisdiction. Therefore, we believe our businesses provide complementary products and services.

TIC, RIC, WIC, AII and AIU are each rated "A-" by A.M. Best, which is the fourth highest of 16 rating levels. IGI, which AmTrust acquired in April 2007, and AIIC, which AmTrust acquired in September 2007, are not currently rated by A.M. Best. AII, TIC, and RIC have maintained the "A-" rating since 2003. WIC has maintained its rating since it was assigned by A.M. Best upon AmTrust's acquisition of WIC on June 1, 2006. AIU has maintained its "A-" rating since June 2007.

Business Strategy

In order to capitalize on our strategic relationship with AmTrust and the market opportunities we have identified in the property and casualty industry, we intend to pursue the following business strategies:

- *Rely on AmTrust as an Initial Principal Production Source*. Currently, we derive all of our business from our quota share reinsurance agreement with a subsidiary of AmTrust. We project that a substantial amount of our reinsurance business will continue to be derived from AmTrust while we gradually develop business opportunities from other distribution sources.

- *Deliver Reinsurance Solutions to Insurance Companies*. We plan to provide quota share and excess of loss reinsurance and other reinsurance solutions primarily to small insurers in the U.S. and Europe that could benefit from the additional underwriting capacity provided by reinsurance to expand their operations. We believe our management team's significant prior operating experience and extensive market relationships will provide significant opportunities to expand our reinsurance clients beyond AmTrust.
- *Strategic Acquisitions*. As we grow we will seek to augment our organic growth with strategic and accretive acquisitions of other reinsurers and attractive books of business. Our management team is experienced in reviewing and in executing acquisitions and integrations.

Competitive Strengths

We believe we have the following competitive strengths, which should position us to underwrite business profitably:

- *Access to Profitable Book of Business from AmTrust*. Pursuant to our quota share reinsurance agreement with AII and a related Master Agreement with AmTrust, we reinsure 40% of all the insurance business (net of reinsurance with unaffiliated

reinsurers) of the types that AmTrust currently writes. AmTrust generated a weighted average net loss ratio of 64.7% for the three years ended December 31, 2006. The loss ratio is a measure of the profitability of an insurance or reinsurance company's underwriting operations. It represents a company's total expenses for losses and loss adjustment expenses (the costs incurred to investigate, adjust and defend claims) incurred as a percentage of total premiums earned. The net loss ratio is the loss ratio calculated after taking into account the effect of any reinsurance.

- *Bermuda-Based Operations*. We expect that our Bermuda-based operations will allow us to access reinsurance clients as well as to access Bermuda's well-developed network of reinsurance brokers. We believe that we will also benefit from Bermuda's pool of experienced professionals and Bermuda's favorable regulatory environment.
- *Strong Market Relationships*. We intend to market our reinsurance products principally through our management's industry contacts and through independent reinsurance intermediaries. We believe that our management team's significant prior operating experience and extensive relationships with program administrators, general agents, reinsurance companies and intermediaries, including a significant number of Lloyd's syndicates and brokers, should allow us to establish our presence in the reinsurance markets.
- *New Insurance Company*. As a newly formed company, we are unencumbered by historical liability exposures.
- *Access to Professional Asset Management through AmTrust*. AmTrust's investment management team has a proven track record of managing its asset portfolio. Our asset management agreement with AII Insurance Management Limited ("AIIM"), a subsidiary of AmTrust, enables us to benefit from this experience.
- *Experienced Management with Knowledge of Primary Insurance Companies and Products*. We have assembled a senior management team with extensive experience in underwriting specialty property and casualty business. Max G. Caviet, our President and Chief Executive Officer, has extensive relationships in the London and Bermuda reinsurance markets. Additionally, Barry D. Zyskind, our Chairman of the Board, has a proven track record of developing insurance, service and capital solutions for AmTrust and brings his industry experience to his role as our Chairman. See "Management."

Our Relationship with Founding Shareholders and AmTrust

Our founding shareholders, Michael Karfunkel, George Karfunkel and Barry Zyskind (the "Founding Shareholders"), who are Chairman of the Board of Directors, Director and Chief Executive Officer of AmTrust, respectively, collectively invested $50 million in exchange for 7,800,000 of our common shares. In

connection with our formation and capitalization, we also granted the Founding Shareholders 10-year warrants to purchase an additional 4,050,000 common shares at an exercise price equal to $10.00 per share.

In addition to the reinsurance agreement with AII, we entered into an asset management agreement with AIIM, a subsidiary of AmTrust. AIIM is managing our investment portfolio for an annual fee of 0.35% of average invested assets plus costs. The asset management agreement has an initial term of one year and will be extended for additional terms of one year unless either party elects not to renew. Following the initial one-year term, the agreement may be terminated upon 30 days written notice by either party. The asset management agreement enables us to take advantage of AmTrust's asset management expertise in a cost-effective manner. We also entered into a reinsurance brokerage agreement with a subsidiary of AmTrust pursuant to which the subsidiary is providing reinsurance brokerage services to us in exchange for a 1.25% commission on all premiums we reinsure from AmTrust.

Our Chief Executive Officer, Max G. Caviet, is currently an AmTrust executive. Mr. Caviet is expected to become a full-time employee of Maiden following a transition period which will not extend beyond December 31, 2007.

Our Challenges, Weaknesses and Risks

As part of your evaluation of our company, you should take into account the challenges, weaknesses and risks we face in implementing our strategies, including:

- *Dependence on AmTrust.* We are dependent on AmTrust for a significant portion of our business and may be exposed to conflicts of interest with AmTrust.
- *Insufficient Market Opportunities.* The market opportunities to write reinsurance of specialty property and casualty insurance may not materialize as we anticipate.
- *Start-up Company.* We are a new company with a limited operating history and may be unable to establish our infrastructure and operations successfully.
- *Provisional Management Team.* Certain of our senior executives are employees of AmTrust who we expect will work for us only temporarily or have only provisional employment agreements. There is no assurance that our executives with provisional employment agreements will remain employed by us.
- *Ratings.* Our A.M. Best rating could be downgraded, which could significantly impair our ability to conduct business.
- *Losses in Excess of Expectations.* Our actual losses under our reinsurance agreements could exceed, perhaps substantially, the reserves we establish, resulting in a reduction to our net income.
- *Tax.* The taxation of Maiden Holdings and our shareholders may differ from the anticipated tax consequences, which could significantly impair our results and the value of an investment in our common shares.

For a description of these and other risks relating to an investment in our common shares, see "Risk Factors" beginning on page 7.

Private Offering

On July 3 and July 13, 2007, we sold an aggregate of 51,750,000 common shares in a private placement exempt from registration under the Securities Act, which we refer to in this prospectus as the private offering, at a purchase price of $9.30 per share to Friedman, Billings, Ramsey & Co., Inc., the initial purchaser of some of the shares, and directly to certain investors. Friedman, Billings, Ramsey & Co., Inc. resold the shares it purchased to investors pursuant to Rule 144A and Regulation S under the Securities Act. We raised approximately $480.6 million in net proceeds from the private offering. We used approximately $450 million of these proceeds and the $50.0 million our Founding Shareholders invested in us, a total of approximately $500 million, to capitalize Maiden Insurance, our reinsurance subsidiary.

In connection with the private offering, we entered into a registration rights agreement for the benefit of the holders of the shares sold in the private offering. We also entered into a registration rights agreement with

our Founding Shareholders with respect to their ownership of 7,800,000 of our common shares, of which 5,200,000 common shares are being registered pursuant to the registration statement of which this prospectus is a part, and 4,050,000 common shares issuable upon exercise of the warrants we granted to our Founding Shareholders. See “Description of Share Capital — Registration Rights.”

Determination of Offering Price for this Offering

Because all of the shares being offered under this prospectus are being offered by the selling shareholders, we cannot currently determine the price or prices at which our common shares may be sold under this prospectus. Prior to the offering pursuant to this prospectus, there has been no public market for our common shares. We are aware that, prior to the date of this prospectus, certain qualified institutional buyers of our common shares in our private offering, which was completed in July 2007, have traded our common shares on the PORTAL Market. To our knowledge, the most recent price at which shares were resold on the PORTAL Market was $9.00 per share on October 8, 2007. We determined the $10.00 offering price per share in the private offering in consultation with the initial purchaser of many of the shares in the private offering. In making such determination, we considered many factors, including our business strategy and the amount of capital we needed to raise in the private offering to implement our business strategy, the business we expected to receive from AmTrust, the market demand for our shares and our capital structure.

The selling shareholders may sell all or a portion of the common shares offered by this prospectus from time to time in market transactions through any stock exchange or automated interdealer quotation system on which the common shares are listed or quoted at the time of sale, in the over-the-counter market, in privately negotiated transactions or otherwise, and at prices and on terms that will be determined based on market prices prevailing at the time of sale, or at negotiated prices directly or through a broker or brokers, who may act as agent or as principal or by a combination of such methods of sale. We cannot assure you that the selling shareholders will sell all or any portion of the common shares offered by this prospectus. See “Plan of Distribution.”

Our Organization

Maiden Holdings was originally incorporated in May 2007 under Cayman Islands law. We have since changed our jurisdiction of organization to Bermuda by discontinuing from the Cayman Islands, continuing into Bermuda as a Bermuda exempted company and amalgamating with a new Bermuda company to form Maiden Holdings, Ltd. Our reinsurance subsidiary, Maiden Insurance, was incorporated on June 29, 2007 and Maiden Insurance commenced writing business effective as of July 1, 2007.

How to Contact Us

Our principal executive office is located at 7 Reid Street, Hamilton HM 11, Bermuda and our telephone number is (441) 292-7090.

THE OFFERING

Shares offered by the selling shareholders:	A total of up to 56,920,000 common shares held by the selling shareholders, consisting of the following: 51,720,000 common shares sold in the private offering and 5,200,000 common shares held by the Founding Shareholders. The selling shareholders may or may not sell any or all of the common shares that have been registered by us.
Shares outstanding:	59,550,000 common shares. Our outstanding shares exclude: • 4,050,000 common shares issuable upon the exercise of the warrants we issued to our Founding Shareholders; and • 711,000 common shares issuable upon the exercise of outstanding stock options we granted to non-employee directors and certain officers of our company; and • 2,089,000 additional common shares available for issuance under our 2007 Share Incentive Plan.
Dividends:	Our board of directors currently intends to authorize the payment of a cash dividend of $0.025 per common share each quarter. Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon our results of operations and cash flows, our financial position

	and capital requirements, general business conditions, legal, tax, regulatory, rating agency and any contractual restrictions on the payment of dividends and any other factors our board of directors deems relevant, including Bermuda legal and regulatory constraints.
Use of proceeds:	We will not receive any of the proceeds from the sale by selling shareholders of our common shares.
Trading:	No public market currently exists for our common shares, and our common shares are not currently listed on any national exchange or market system. Application will be made to have our common shares approved for listing on the NASDAQ Global Market or the New York Stock Exchange.

RISK FACTORS

An investment in our shares involves a high degree of risk. Before making an investment decision, you should carefully consider all of the risks described in this prospectus. If any one or more of the risks discussed in this prospectus actually occurs, our business, financial condition and results of operations could be materially and adversely affected. If this were to happen, the price of our shares could decline significantly and you may lose all or a part of your investment. We have set forth below what we believe to be the most significant risks that affect us; however, the risk factors described below are not the only ones that may affect us. See "A Warning About Forward-Looking Statements."

Risks Related to Our Business

We are dependent on AmTrust and its subsidiaries for a substantial portion of our business.

We currently derive all of our reinsurance business from AmTrust and we will continue to derive a substantial portion of our business from AmTrust during our initial years of operation. We commenced our reinsurance business by providing traditional quota share reinsurance to AmTrust through a reinsurance agreement with AII, assuming initially a 40% quota share portion of the net liabilities less recoveries of the policies written by AmTrust. In addition, AmTrust has advised us that we may have an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms. The "working layer" of AmTrust's excess of loss reinsurance program is the layer immediately above AmTrust's retention. At present, the working layer is $9 million of losses and loss adjustment expenses per occurrence in excess of AmTrust's $1 million per occurrence retention. Midwest Employers Casualty Insurance Company presently is the sole working layer reinsurer. The current working layer reinsurance contract is scheduled to expire on January 1, 2008. If we submit a proposal to AmTrust to provide excess reinsurance for its working layer or higher layers, AmTrust has agreed to consider such proposal in its discretion.

Accordingly, we are dependent on AmTrust and its subsidiaries for a substantial portion of our business. Our quota share reinsurance agreement with AII has an initial term of three years, subject to certain early termination provisions (including if the A.M. Best rating of Maiden Insurance is reduced below "A-") and our asset management agreement with an AmTrust subsidiary has an initial term of one year, subject to certain early termination provisions. The reinsurance agreement and the asset management agreement will be extended for additional terms of three years and one year, respectively, unless either party elects not to renew. There is no assurance that any of these agreements or our reinsurance brokerage agreement with AmTrust will not terminate. The termination of the reinsurance agreement would significantly reduce our revenues during our initial years of operation and the termination of any of these agreements would increase our dependence on third-party insurance companies, managing general agents, reinsurance brokers and other service providers to support our business and would have a material adverse effect on us. Maiden Insurance and AII are entitled to terminate the Reinsurance Agreement under certain circumstances, including, but not limited to, if either party is 30 or more days in arrears on a payment due to the other under the Reinsurance Agreement and fails to cure the breach within 30 days following notice thereof, or if either party becomes insolvent or ceases to write new or renewal business and elects to run off its existing business. For a more detailed description of certain of the early termination provisions, see "Certain Relationships and Related Transactions — Our Arrangements with AmTrust and its Subsidiaries." At the same time, there are risks related to the business of AmTrust and its insurance subsidiaries that may adversely impact our ability to continue doing business with them. See "— Our initial arrangements with AmTrust were negotiated while we were its affiliate. The arrangements could be challenged as not reflecting terms that we would agree to in arm's-length negotiations with an independent third party; moreover, our business relationship with AmTrust and its subsidiaries may present, and may make us vulnerable to, difficult conflicts of interest, related party transactions, and legal claims that we have not acted in the best interest of our shareholders." In addition, we are not able to control the types or amounts of reinsurance AmTrust purchases from unaffiliated reinsurers, and any changes AmTrust makes to such reinsurance may affect our profitability and ability to write additional business. See " — We will not be able to control AmTrust's decisions relating to its other reinsurance, and AmTrust may change its reinsurance in ways that adversely affect us."

Our initial arrangements with AmTrust were negotiated while we were its affiliate. The arrangements could be challenged as not reflecting terms that we would agree to in arm's-length negotiations with an independent third party; moreover, our business relationship with AmTrust and its subsidiaries may present, and may make us vulnerable to, possible adverse tax consequences, difficult conflicts of interest, and legal claims that we have not acted in the best interest of our shareholders.

We entered into a quota share reinsurance agreement with AII, AmTrust's Bermuda reinsurance subsidiary, which reinsures AmTrust's insurance company subsidiaries, and a master agreement with AmTrust, pursuant to which we and AmTrust agreed that we will cause Maiden Insurance to enter into a quota share reinsurance agreement. The asset management agreement with an AmTrust subsidiary, the reinsurance brokerage agreement with an AmTrust subsidiary, the warrants issued to our Founding Shareholders and the provisional employment agreements with Max G. Caviet and Ben Turin were negotiated while we were an affiliate of AmTrust. These circumstances could increase the likelihood that the Internal Revenue Service (the "IRS") would claim that the agreements between us and AmTrust were not concluded on an arm's-length basis and any such assertion, if not disproved by us, could result in adverse tax consequences to us. We may also participate as a reinsurer in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program.

In addition, we plan to meet our financial objectives during the first three years primarily through our relationship with AmTrust, while gradually developing business opportunities from other distribution sources. Therefore, we will be heavily dependent on AmTrust, at least initially, to achieve our business objectives. Because (i) our Founding Shareholders collectively own approximately 57% of the outstanding shares of AmTrust's common stock, (ii) our Founding Shareholders sponsored our formation, (iii) our Founding Shareholders' common shares, together with the 10-year warrants to purchase additional common shares that we issued to our Founding Shareholders in connection with our formation and capitalization, represent approximately 18.6% of our outstanding common shares assuming all of the warrants are exercised, and (iv) we and AmTrust have some overlapping executive management, as described below, we therefore may be deemed an affiliate of AmTrust. Due to our close business relationship with AmTrust, we may be presented with situations involving conflicts of interest with respect to the agreements and other arrangements we will enter into with AmTrust and its subsidiaries, exposing us to possible claims that we have not acted in the best interest of our shareholders.

The arrangements between us and AmTrust were modified somewhat after they were originally entered into and there could be future modifications. See "Certain Relationships and Related Transactions."

The Chairman of the Board currently holds the positions of President and Chief Executive Officer of AmTrust, and our Chief Executive Officer is currently employed by AmTrust as an executive officer. These dual positions may present, and make us vulnerable to, difficult conflicts of interest and related legal challenges.

Barry D. Zyskind, our Chairman of the Board, is the President and Chief Executive Officer of AmTrust and, as such, he does not serve our company on a full-time basis. Mr. Zyskind is expected to continue in both of his positions for the foreseeable future. In addition, Max G. Caviet, our Chief Executive Officer, is currently employed by AmTrust as an executive officer and is expected to continue to serve in his current positions at AmTrust on a transitional basis. As such, he will serve our company with approximately 35% of his time during the transitional period which will not extend beyond December 31, 2007. During the transition period, we will also reimburse AmTrust for a proportionate share (based on the amount of time Mr. Caviet devotes to our Company) of Mr. Caviet's salary. In addition, as of October 30, 2007, Mr. Caviet beneficially owned 39,843 shares of common stock of AmTrust and held options to acquire a further 162,500 shares. Mr. Caviet will continue to hold options and equity in AmTrust. Furthermore, Ben Turin, our Chief Operating Officer and General Counsel, and Joseph Gaito, our Chief Underwriting Officer, are former executives of AmTrust. Conflicts of interest could arise with respect to business opportunities that could be advantageous to AmTrust or its subsidiaries, on the one hand, and us or our subsidiary, on the other hand. In addition, potential conflicts of interest may arise should the interests of AmTrust and Maiden Holdings diverge. Because AmTrust is currently our only important customer and is expected to remain our largest customer for at least the next several years, AmTrust has the ability to significantly influence such situations.

Mr. Zyskind's service as our Chairman of the Board and President and Chief Executive Officer of AmTrust and Mr. Caviet's service as our President and Chief Executive Officer and, for a transitional period, as president of two of AmTrust's subsidiaries could also raise a potential challenge under anti-trust laws. Section 8 of the Clayton Antitrust Act, or the Clayton Act, prohibits a person from serving as a director or officer in any two competing corporations under certain circumstances. If Maiden Holdings and AmTrust are in the future deemed to be competitors within the meaning of the Clayton Act, certain thresholds relating to direct competition between Maiden Holdings and AmTrust are met, and the Department of Justice and Federal Trade Commission challenge the arrangement, Messrs. Zyskind and Caviet may be required to resign their positions with one of the companies, and/or fines or other penalties could be assessed against Messrs. Zyskind and Caviet, and Maiden Holdings.

We have substantial credit exposure to AmTrust due to the business relationship between us and AmTrust and AII.

Due to the business relationship between us and AmTrust and AII, we have substantial credit exposure to them. AmTrust is a holding company, and we have no contractual relationships with any of its subsidiaries that write insurance, other than AII. We are not entitled to the same rights as a reinsurance company with a direct contractual relationship with AmTrust's insurance subsidiaries such as the right to enforce such contracts or to pursue damages directly against such subsidiaries. Any failure by AmTrust or AII to honor obligations to us whether due to inability or refusal to perform, or otherwise, would likely have a material adverse effect on us.

If the market opportunities for writing reinsurance of specialty property/casualty insurance in the United States and Europe do not materialize as we expect, our dependence on AmTrust for substantially all of our business will continue, and our financial condition and results of operations may be materially adversely affected.

We believe that significant market opportunities will arise for reinsurers that understand how to underwrite specialty property/casualty insurance and are willing to provide traditional quota share reinsurance. However, we cannot assure you that the opportunities for writing specialty property/casualty reinsurance will materialize as we expect. Other companies might offer specialty property/casualty reinsurance products on more competitive terms than we can provide. Under these circumstances, we might not be able to expand our specialty property/casualty reinsurance business beyond our reinsurance agreement with a subsidiary of AmTrust, which would increase our dependence on AmTrust and have a material adverse effect on our ability to fully implement our business strategy as well as on our financial condition and results of operations.

We are a start-up company. If we are unable to implement our business strategy or operate our business as we currently expect, our results may be adversely affected.

We have just recently commenced operations and have limited name recognition and reputation in the reinsurance industry. Businesses, such as ours, which are starting up or in their initial stages of development, present substantial business and financial risks and may suffer significant losses. While we commenced our operations using senior management who are experienced in the property and casualty insurance industry, no assurance can be given that their relationships in the industry will be successfully transferred to our company. We may also be limited in pursuing certain business opportunities due to our relationship with AmTrust. For example, direct competitors of AmTrust may refuse to do business with us. Further, we must hire new key employees and other staff, develop business relationships, establish operating procedures, obtain facilities, implement new systems, obtain regulatory approvals and complete other tasks necessary for the conduct of our intended business activities. In addition, as a result of industry factors or factors specific to us, we may have to alter our anticipated methods of conducting our business, such as the nature, amount and types of risks we assume.

We have a very limited operating history. Our future performance cannot be predicted based on the historical performance of AmTrust.

As a recently formed company, we have a very limited operating history on which you can base an estimate of our future earnings prospects. While we expect that the reinsurance ceded by AmTrust will initially provide substantially all of our business, there can be no assurance that the historical experience of

AmTrust's insurance companies will accurately reflect our future performance. We will also seek to conduct business with insurance companies other than AmTrust. In addition, we plan to write excess of loss reinsurance. Because the frequency of claims tends to be lower and the severity of claims tends to be higher in excess of loss reinsurance than in quota share reinsurance, our underwriting results can be expected to be more volatile than if we wrote only quota share reinsurance. At the present time, we cannot predict which insurance companies will do business with us. Accordingly, our projections for our business are extremely speculative. You may not have access to all of the financial information that would be helpful in deciding whether to invest in our shares.

We are dependent on our key executives. We may not be able to attract and retain key employees or successfully integrate our new management team to fully implement our newly formulated business strategy.

Our success depends largely on the senior management of Maiden Holdings, which includes, among others, Barry D. Zyskind, our Chairman of the Board, Max G. Caviet, our President and Chief Executive Officer, Ben Turin, our Chief Operating Officer and General Counsel, Michael J. Tait, our Chief Financial Officer and Joseph T. Gaito, Senior Vice President and Chief Underwriting Officer of Maiden Insurance. We have entered into employment agreements with Messrs. Caviet, Turin, Tait and Gaito and, as discussed below, the agreements with Messrs. Caviet and Turin are provisional. Mr. Zyskind, our Chairman of the Board, is the President and Chief Executive Officer of AmTrust, is not employed by us and does not have an employment agreement with us. Therefore, he will devote only limited time to our company. In addition, Mr. Caviet is currently employed by AmTrust as an executive officer and is expected to continue to serve in his current positions at AmTrust on a transitional basis. As such, Mr. Caviet will not serve our company on a full-time basis during the transitional period which will not extend beyond December 31, 2007. Messrs. Caviet and Turin have only provisional employment agreements with us (with a term not extending beyond December 31, 2007) while we negotiate definitive employment agreements with them. We have attempted to structure their compensation to provide incentives for them to agree to definitive employment agreements (see "Management — Employment Agreements"), but we cannot assure you that we will be able to agree to mutually acceptable definitive employment agreements with Messrs. Caviet or Turin. If we are unable to reach a definitive agreement with Mr. Caviet before December 31, 2007, we will lose his services and he will remain in his positions at AmTrust on a full-time basis. If we are unable to reach a definitive agreement with Mr. Turin, he will remain in his position with our company and his provisional agreement will be extended until June 30, 2008. We do not maintain key man life insurance coverage on the lives of any of our senior management.

Further, we must attract and retain additional experienced underwriters, actuarial staff and risk analysts and modeling personnel in order to successfully operate and grow our business. At this time, we have hired only two underwriters, Messrs. Gaito and Bolz, in addition to Mr. Caviet. After our management team and other personnel are assembled, our ability to implement our business strategy will depend on their successful integration. The number of available, qualified personnel in the reinsurance industry to fill these positions may be limited.

Our inability to attract and retain these additional personnel or the loss of the services of any of our senior executives or key employees could delay or prevent us from fully implementing our business strategy and could significantly and negatively affect our business. In addition, we cannot assure you that we will successfully integrate our executive or other personnel after we commence operations.

Maiden Insurance has received a financial strength rating of "A-" (Excellent) from A.M. Best. Our inability to maintain such rating for Maiden Insurance, a poor rating or a future downgrade in its ratings would adversely affect our competitive position with customers, our standing among brokers, managing general agents and insurance company clients, would give AmTrust the right to terminate our reinsurance agreement with it and would have an adverse effect on our ability to meet our financial goals.

Competition in the types of insurance business that we intend to reinsure is based on many factors, including the perceived financial strength of the insurer and ratings assigned by independent rating agencies. A.M. Best is generally considered to be the most important rating agency in connection with the evaluation of reinsurance companies by their customers. Generally, the objective of the rating agencies' rating systems is to

provide an opinion of an insurer's financial strength and ability to meet ongoing obligations to its policyholders and are not evaluations directed to investors in a company's securities or recommendations to buy, sell or hold such securities. A.M. Best maintains a letter scale rating system ranging from "A++" (Superior) to "F" (In Liquidation). A.M. Best's ratings are generally based on a quantitative evaluation of a company's performance with respect to profitability, leverage and liquidity and a qualitative evaluation of spread of risk, investments, reinsurance programs, reserves and management. In addition, its ratings take into consideration the fact that we are just commencing our operations. A reinsurer's ratings are used by ceding companies, retrocessional reinsurers and reinsurance intermediaries as an important means of assessing the financial strength and quality of the reinsurer. In addition, the rating of a company seeking reinsurance, also known as a ceding company, may be adversely affected by the lack of a rating of its reinsurer. Therefore, the lack of a rating or a poor rating may dissuade a ceding company from reinsuring with us or may influence a ceding company to reinsure with a competitor of ours.

Maiden Insurance has received a financial strength rating of "A-" (Excellent) from A.M. Best, which is the fourth highest of fifteen rating levels. A rating from A.M. Best indicates A.M. Best's opinion of our financial strength and ability to meet ongoing obligations to our future policyholders.

The rating of Maiden Insurance is subject to periodic review by, and may be revised downward or revoked at the sole discretion of, A.M. Best. A.M. Best formally evaluates its financial strength ratings of insurance companies at least once every twelve months and monitors the performance of rated companies throughout the year. The maintenance of the assigned rating will depend upon Maiden Insurance operating substantially as our management has represented to A.M. Best. If A.M. Best subsequently downgrades the Company's rating below "A-," AmTrust would have the right to terminate the reinsurance agreement between Maiden Insurance and AmTrust, the competitive position of Maiden Insurance would suffer, and its ability to market its products, to obtain customers and to compete in the reinsurance industry would be adversely affected. A subsequent downgrade, therefore, could result in a substantial loss of business because AmTrust and our other insurance and reinsurance company clients may move to other reinsurers with higher claims paying and financial strength ratings.

We may require additional capital in the future, which may not be available on favorable terms or at all.

Currently, we do not expect to require additional capital before December 2008; however, our future capital requirements will depend on many factors, including our and AmTrust's growth and our ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover our losses. We used approximately $450 million of the $500 million in net proceeds we received from the private offering and the $50.0 million our Founding Shareholders invested in us to capitalize Maiden Insurance. We may need to raise additional funds to further capitalize Maiden Insurance. We anticipate that any such additional funds would be raised through equity or debt financings. In addition, we may enter into an unsecured revolving credit facility and a term loan facility with one or more syndicates of lenders. We currently have no commitment from any lender with respect to a credit facility or a loan facility. Any equity or debt financing, if available at all, may be on terms that are not favorable to us. If we are able to raise capital through equity financings, the interest of shareholders in our company would be diluted, and the securities we issue may have rights, preferences and privileges that are senior to those of our common shares. If we cannot obtain adequate capital, our business, results of operations and financial condition could be adversely affected.

We may not be able to manage our growth effectively.

We expect our business to grow in the future as we continue our relationship with AmTrust while seeking opportunities to reinsure other insurance companies operating in similar niches. We do not have specific targets or time frames for growth. Expansion of our business could require additional capital, systems development and skilled personnel. We cannot assure you that we will be able to meet our capital needs, expand our systems effectively, allocate our human resources optimally, identify and hire qualified employees or incorporate effectively the components of any businesses we may acquire. The failure to manage our growth effectively could have a material adverse effect on our business, financial condition, and results of operations.

Our business could be adversely affected by Bermuda employment restrictions.

Currently, we employ five non-Bermudians including our Chief Executive Officer and our Chief Operating Officer and General Counsel. We do not currently have any specific plans to hire additional non-Bermudians but may do so as our business grows. Under Bermuda law, non-Bermudians (other than spouses of Bermudians, holders of permanent residents' certificates and holders of working residents' certificates) may not engage in any gainful occupation in Bermuda without a valid government work permit. A work permit may be granted or renewed upon showing that, after proper public advertisement, no Bermudian, spouse of a Bermudian, or holder of a permanent resident's or working resident's certificate who meets the minimum standards reasonably required by the employer has applied for the job. The Bermuda government's policy places a six year term limit on individuals with work permits, subject to certain exemptions for key employees. A work permit is issued with an expiry date (up to five years) and no assurances can be given that any work permit will be issued or, if issued, renewed upon the expiration of the relevant term. We expect that some of the non-Bermudians whom we intend to hire will be granted periodic work permits by the Bermuda government. A periodic work permit allows the holder to stay in Bermuda for no longer than twenty-one consecutive days at one time. We may not be able to use the services of one or more of our non-Bermudian employees if we are not able to obtain work permits for them, which could have a material adverse effect on our business, financial condition and results of operations.

Our actual insured losses may be greater than our loss reserves, which would negatively impact our financial condition and results of operations.

We expect that our success will depend upon our ability to assess accurately the risks associated with the businesses that we will reinsure. Significant periods of time often elapse between the occurrence of an insured loss, the reporting of the loss to an insurer and the reporting of the loss by the insurer to its reinsurer. After we begin to write reinsurance business and to recognize liabilities for unpaid losses, we will establish loss reserves as balance sheet liabilities. These reserves will represent estimates of amounts needed to pay reported losses and unreported losses and the related loss adjustment expense. Loss reserves are only an

estimate of what an insurer or reinsurer anticipates the ultimate costs of claims to be and do not represent an exact calculation of liability. Estimating loss reserves is a difficult and complex process involving many variables and subjective judgments, particularly for new companies, such as ours, that have no loss development experience. As part of our reserving process, we will review historical data as well as actuarial and statistical projections and consider the impact of various factors such as:

- trends in claim frequency and severity;
- changes in operations;
- emerging economic and social trends;
- inflation; and
- changes in the regulatory and litigation environments.

This process assumes that past experience, adjusted for the effects of current developments and anticipated trends, is an appropriate basis for predicting future events. There is no precise method, however, for evaluating the impact of any specific factor on the adequacy of reserves, and actual results are likely to differ from original estimates. In addition, unforeseen losses, the type or magnitude of which we cannot predict, may emerge in the future. We will establish or adjust reserves for Maiden Insurance in part based upon loss data received from the ceding companies with which we do business, including AmTrust. Since there is a time delay that elapses between the receipt and recording of claims results by the ceding insurance companies or by the managing general agents and the receipt and recording of those results by us, reserves for Maiden Insurance will be more difficult to timely and accurately estimate.

AmTrust has reported loss and loss adjustment expenses reserves of $295.8 million, $168.0 million and $99.4 million at December 31, 2006, 2005 and 2004, respectively. In 2004, AmTrust recorded a $3.4 million reserve increase which related, primarily, to 2003. AmTrust has reported that it increased incurred case reserves upon its assumption from third party administrators of the administration of its workers' compensation claims. AmTrust has further reported that the reserve increase reflected a more conservative evaluation of

the ultimate medical and indemnity costs for particular claims, which was based on a review of open claims by its claims staff and the actual cost of closed claims. In addition, AmTrust has reported that in 2005 it recognized a $1.0 million redundancy in prior years' reserves and that in 2006, it recognized a $0.5 million deficiency in prior years' reserves. The redundancy in 2005 resulted in part from a decrease in AmTrust's actuarially projected ultimate losses based on actual loss experience. The reserve deficiency recognized in 2006 related primarily to the development of losses incurred as a result of AmTrust's mandatory participation in reinsurance pools which reinsure state assigned risk plans.

Furthermore, Maiden Insurance is a newly formed company, and other than through its traditional quota share reinsurance business from AmTrust, it will have very limited loss experience and a relatively small population of underlying risks for at least our early years. Therefore, Maiden Insurance will be exposed to an increased likelihood that actual results may not conform to our estimates.

To the extent our loss reserves are insufficient to cover actual losses and loss adjustment expenses, we will have to adjust our loss reserves and may incur charges to our earnings, which could have a material adverse effect on our business, financial condition and results of operations.

Our business will be dependent upon reinsurance brokers, managing general agents and other producers, including third party administrators and financial institutions, and the failure to develop or maintain these relationships could materially adversely affect our ability to market our products and services.

We intend to market our reinsurance products primarily through brokers, managing general agents and other producers, including third party administrators and financial institutions. We expect that we will derive a significant portion of our business from a limited number of brokers and managing general agents. These brokers and managing general agents are not necessarily the same brokers and agents used by AmTrust. While we intend to rely on the industry relationships and relationships with a number of brokers, managing general agents and other producers that our senior management team has developed, our failure to further develop or maintain relationships with brokers and managing general agents from whom we expect to receive our business could have a material adverse effect on our business, financial condition and results of operations.

Our reliance on brokers subjects us to their credit risk.

In accordance with industry practice, we anticipate that we will frequently pay amounts owed on claims under our reinsurance contracts to brokers, and these brokers in turn are required to pay and will pay these amounts over to the clients that have purchased reinsurance from us. If a broker fails to make such a payment, in a significant majority of business that we will write, it is highly likely that we will be liable to the client for the deficiency under local laws or contractual obligations, notwithstanding the broker's obligation to make such payment. Likewise, when the client pays premiums for these policies to brokers for payment over to us, these premiums are considered to have been paid and, in most cases, the client will no longer be liable to us for those amounts, whether or not we actually receive the premiums from the brokers. Consequently, we will assume a degree of credit risk associated with brokers with whom we work, with respect to most of our reinsurance business.

The occurrence of severe catastrophic events may have a material adverse effect on our financial results and financial condition.

Initially, we intend to underwrite primarily reinsurance of workers' compensation risks and extended warranty risks, which we believe have a lower exposure to catastrophic events than commercial property and casualty insurance. We also expect to reinsure some commercial property and casualty insurance and, as a part of that reinsurance, we could accumulate substantial aggregate exposures to natural and man-made disasters, such as hurricane, typhoon, windstorm, flood, earthquake, acts of war, acts of terrorism and political instability. The incidence and severity of catastrophes, such as hurricanes, windstorms and large-scale

terrorist attacks, are inherently unpredictable, and our losses from catastrophes could be substantial. In addition, it is possible that we may experience an unusual frequency of smaller losses in a particular period. In either case, the consequences could be substantial volatility in our financial condition or results of operations for any fiscal quarter or year, which could have a material adverse effect on our financial condition or results of operations and our ability to write new business. These losses could eliminate our shareholders' equity. Increases in the

values and geographic concentrations of insured property and the effects of inflation have resulted in increased severity of industry losses from catastrophic events in recent years and we expect that those factors will increase the severity of catastrophe losses in the future.

The property and casualty insurance and reinsurance industry is cyclical in nature, which may affect our overall financial performance.

Historically, the financial performance of the property and casualty insurance and reinsurance industry has tended to fluctuate in cyclical periods of price competition and excess capacity (known as a soft market) followed by periods of high premium rates and shortages of underwriting capacity (known as a hard market). Although an individual insurance or reinsurance company's financial performance is dependent on its own specific business characteristics, the profitability of most property and casualty insurance and reinsurance companies tends to follow this cyclical market pattern. Beginning in 2000 and accelerating in 2001, the property and casualty insurance and reinsurance industry experienced a market reflecting increasing premium rates and more conservative risk selection. We believe these trends slowed beginning in 2004 and that the current market has transitioned to a more competitive environment in which underwriting capacity and price competition has increased. This additional underwriting capacity may result in increased competition from other insurance and reinsurance companies expanding the types or amounts of business they write, or from companies seeking to maintain or increase market share at the expense of underwriting discipline. Because this cyclicality is due in large part to the actions of our competitors and general economic factors beyond our control, we cannot predict with certainty the timing or duration of changes in the market cycle. These cyclical patterns, the actions of our competitors, and general economic factors could cause our revenues and net income to fluctuate, which may cause the price of our common stock to be volatile.

A decline in the level of business activity of AmTrust's workers' compensation policyholders could negatively affect our earnings and profitability.

Under our quota share reinsurance agreement with AII, a significant portion of our business will be workers' compensation insurance written by AmTrust. In 2006, over half of AmTrust's gross premiums were derived from workers' compensation insurance, and nearly all of AmTrust's workers' compensation gross premiums written were derived from small businesses. Because workers' compensation premium rates are calculated, in general, as a percentage of a policyholder's payroll expense, premiums fluctuate depending upon the level of business activity and number of employees of the policyholders. Because of their size, small businesses may be more vulnerable to changes in economic conditions. We believe that the most common reason for policyholder non-renewals is business failure. As a result, the portion of our business derived from AmTrust's workers' compensation gross premiums written is primarily dependent upon economic conditions where AmTrust's policyholders operate.

AmTrust has experienced growth in its workers' compensation business in each of the last three years. AmTrust's gross written premiums in its workers' compensation segment totaled $137.9 million, $204.6 million and $258.9 million in 2004, 2005 and 2006, respectively.

Negative developments in the workers' compensation insurance industry would adversely affect our financial condition and results of operations.

Although we plan to engage in other businesses, substantially all of our business currently is attributable to our reinsurance of AmTrust's business, a majority of which is workers' compensation business. As a result, negative developments in the economic, competitive or regulatory conditions affecting the workers' compensation insurance industry could have an adverse effect on AmTrust's and our financial condition and results of operations. For example, if legislators in one of AmTrust's larger markets were to enact legislation to increase the scope or amount of benefits for employees under workers' compensation insurance policies without related premium increases or loss control measures, or if regulators made other changes to the regulatory system governing workers' compensation insurance, this could negatively affect the workers' compensation insurance industry in the affected markets. Negative developments in the workers' compensation insurance industry could have a greater effect on us than on more diversified reinsurance companies whose business is more diversified across product lines.

In Florida, AmTrust's largest state in terms of workers' compensation premium volume, and in certain other states, insurance regulators set the premium rates that AmTrust may charge. The Florida insurance regulators may set rates below those that AmTrust requires to maintain profitability. For example, in October 2005, the Florida Office of Insurance Regulation approved an overall average 13.5% decrease in premium rates for all workers' compensation insurance policies written by Florida licensed insurers in 2006. On August 24, 2007, the National Council on Compensation Insurance (the "NCCI") proposed an overall workers' compensation rate level decrease of 16.5% effective January 1, 2008. On October 29, 2007, at the request of the Florida Office of Insurance Regulation, the NCCI amended its filing to propose an overall workers' compensation rate level decrease of 18.4% effective January 1, 2008. The NCCI is the licensed workers' compensation rating organization in the State of Florida. AmTrust is a member company of NCCI in Florida as required by the Florida Office of Insurance Regulation as a condition of operating in the state. We are unsure how these changes will affect our reinsurance of AmTrust's workers' compensation business or our results of operations. In 2006, 22.4% of AmTrust-workers' compensation business was written in Florida.

In March of 2007, New York enacted new legislation to implement fundamental changes to New York's workers' compensation law. These changes, among other things, reflect an increase in benefits and a limit on the number of years that permanent partial disability claimants can receive benefits. The changes took effect immediately with certain sections to be phased-in through February 2008. In July 2007, the New York Insurance Department approved an overall average 20.5% decrease in workers' compensation premium rates effective October 1, 2007. At present, we are unsure how these changes will affect our reinsurance of AmTrust's workers' compensation business or our results of operations. In 2006, 11.7% of AmTrust's workers' compensation business was written in New York.

Unfavorable changes in economic conditions affecting the states and European countries in which AmTrust operates could adversely affect AmTrust's financial condition or results of operations.

As of June 30, 2007, AmTrust provided small business workers' compensation insurance in 38 states and the District of Columbia and specialty risk and extended warranty coverage insurance in all 50 states and the District of Columbia. Although AmTrust has expanded its operations into new geographic areas and expects to continue to do so in the future, Florida, Georgia, New Jersey, New York and Pennsylvania accounted for approximately 68.3% of the direct gross premiums written in AmTrust's small business workers' compensation business in the year ended December 31, 2006, with Florida accounting for approximately 22.4%. With the completion of AmTrust's acquisition of Associated Industries Insurance Services, Inc. and its wholly owned subsidiary Associated Industries Insurance Company, Inc., the concentration of AmTrust's workers' compensation gross premiums written in Florida may increase, at least initially. In Europe, approximately 49.5% of AmTrust's gross premiums written for the year ended December 31, 2006 were derived from policyholders in the United Kingdom. Consequently, AmTrust may be more exposed to economic and regulatory risks or risks from natural perils in these jurisdictions than insurance companies that have a larger percentage of their gross premiums written diversified over a broader geographic area. Unfavorable changes in economic conditions affecting the states or countries in which AmTrust writes business could adversely affect our financial condition or results of operations.

AmTrust's specialty risk and extended warranty business is dependent upon the sale of products covered by warranties and service contracts which neither we nor AmTrust can control.

AmTrust's specialty risk and extended warranty segment primarily covers manufacturers, service providers and retailers for the cost of performing their obligations under extended warranties and service contracts provided in connection with the sale or lease of various types of personal computers, consumer electronics, automobiles, light and heavy construction equipment and other consumer and commercial products. Thus, any decrease in the sale or leasing of these products, whether due to economic factors or otherwise, is likely to have an adverse impact upon our reinsurance of AmTrust's specialty risk and extended warranty business. In 2006, AmTrust's specialty risk and extended warranty business accounted for 25.2% of its revenue. In 2005 and 2004, the percentages were 28.5% and 34.6%, respectively. Neither we nor AmTrust can influence materially the success of AmTrust's specialty risk clients' primary product sales and leasing efforts.

State insurance regulators may require the restructuring of the warranty or service contract business of certain policyholders that purchase AmTrust's specialty risk products and this may adversely affect our reinsurance of AmTrust's specialty risk business.

Some of the largest purchasers of AmTrust's specialty risk insurance products in the United States are manufacturers, service providers and retailers that issue extended warranties or service contracts for consumer and commercial-grade goods, including coverage against accidental damage to the goods covered by the warranty or service contract. AmTrust insures these policyholders against the cost of repairing or replacing such goods in the event of such accidental damage. State insurance regulators may take the position that certain of the extended warranties or service contracts issued by AmTrust's policyholders constitute insurance contracts that may only be issued by licensed insurance companies. In that event, the extended warranty or service contract business of AmTrust's policyholders may have to be restructured which could adversely affect our reinsurance of AmTrust's specialty risk and extended warranty business.

A substantial portion of our assets will be placed in trusts for the benefit of AmTrust's insurance companies.

Generally, under U.S. state insurance laws, a ceding company is not permitted to take credit for reinsurance in its statutory financial statements (meaning that it is not permitted to reduce its liabilities in such financial statements by the amount of losses ceded to a reinsurer) unless the reinsurer is accredited, licensed or otherwise approved by the insurance regulator in the ceding company's state of domicile or provides collateral to secure its obligations to the ceding company under the reinsurance agreement. Acceptable collateral for these purposes can take a number of forms, including a "funds withheld" account (in which the ceding company retains control of the funds representing premiums transferred to the reinsurer and deducts ceded losses from such funds), letters of credit or a trust account established for the benefit of the ceding company (often called a "Regulation 114 trust"). We expect that Maiden Insurance will not be an accredited, licensed or otherwise approved reinsurer in any U.S. state and that it will establish Regulation 114 trusts for the benefit of its ceding companies domiciled in the United States. A Regulation 114 trust must be funded in an amount equal to at least 102% of the reinsurer's obligations to the ceding company in order for the ceding company to receive credit for reinsurance on its statutory financial statements. As a result of our planned use of Regulation 114 trusts, a substantial portion of our assets will not be available to us for other uses, which will reduce our financial flexibility. See "Regulation — United States Regulation — Credit for Reinsurance."

Further, Maiden Insurance has agreed to collateralize its obligations under its reinsurance agreement with AII by one or more of the following methods at the election of Maiden Insurance:

- by lending assets to AII pursuant to a loan agreement between Maiden Insurance and AII with such assets being deposited by AII into the trust accounts established or to be established by AII for the sole benefit of AmTrust's U.S. insurance subsidiaries pursuant to the reinsurance agreements between AII and those AmTrust subsidiaries;
- by transferring to AII assets for deposit into those trust accounts;
- by delivering letters of credit to the applicable U.S. AmTrust insurance subsidiaries on behalf of AII; or

- by requesting that AII cause such AmTrust insurance subsidiary to withhold premiums in lieu of remitting such premiums to AII.

As a result of our planned use of Regulation 114 trusts accounts, a substantial portion of our assets, including a disproportionate share of our higher-quality fixed-income investments, will not be available to us for other uses, which will reduce our financial flexibility. See “Regulation — United States Regulation — Credit for Reinsurance.”

If collateral is required to be provided to any other AmTrust Ceding Insurers under applicable law or regulatory requirements, Maiden Insurance will provide collateral to the extent required, although Maiden Insurance does not expect that such collateral will be required unless an AmTrust Ceding Insurer is domiciled in the United States. Maiden Insurance currently expects to satisfy its collateral requirements under the Reinsurance Agreement by lending assets to AII pursuant to a loan agreement. See “Certain Relationships and

Related Transactions — Our Arrangements with AmTrust and its Subsidiaries — Quota Share Reinsurance Agreement and Master Agreement — Loans and Other Collateral.”

Maiden Insurance is not a party to the reinsurance agreements between AII and AmTrust’s U.S. insurance subsidiaries or the related reinsurance trust agreements and has no rights thereunder. If one or more of these AmTrust subsidiaries withdraws Maiden Insurance’s assets from their trust account, draws down on its letter of credit or misapplies withheld funds that are due to Maiden and that subsidiary is or becomes insolvent, we believe it may be more difficult for Maiden Insurance to recover any such amounts to which we are entitled than it would be if Maiden Insurance had entered into reinsurance and trust agreements with these AmTrust subsidiaries directly. AII has agreed to immediately return to Maiden Insurance any collateral provided by Maiden Insurance that one of those subsidiaries improperly utilizes or retains, and AmTrust has agreed to guarantee AII’s repayment obligation and AII’s payment obligations under its loan agreement with Maiden Insurance. We are subject to the risk that AII and/or AmTrust may be unable or unwilling to discharge these obligations. In addition, if AII experiences a change in control and Maiden Insurance chooses not to terminate the reinsurance agreement, AmTrust’s guarantee obligations will terminate immediately and automatically. See “Certain Relationships and Related Transactions — Our Arrangements with AmTrust and its Subsidiaries — Quota Share Reinsurance Agreement and Master Agreement — Loans and Other Collateral.”

The outcome of recent insurance industry investigations and legislative and regulatory proposals in the United States could adversely affect our financial condition and results of operations.

The United States insurance industry has recently become the focus of increased scrutiny by regulatory and law enforcement authorities, as well as class action attorneys and the general public, 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 of insurance business. Formal and informal inquiries have been made of a large segment of the industry, and a number of companies in the insurance industry have received or may receive subpoenas, requests for information from regulatory agencies or other inquiries relating to these and similar matters. These efforts have resulted and are expected to result in both enforcement actions and proposals for new state and federal regulation. Some states have adopted new disclosure requirements in connection with the placement of insurance business. It is difficult to predict the outcome of these investigations, whether they will expand into other areas not yet contemplated, whether activities and practices currently thought to be lawful will be characterized as unlawful, what form any additional laws or regulations will have when finally adopted and the impact, if any, of increased regulatory and law enforcement action and litigation on our business and financial condition.

Recently, as a result of complaints related to claims handling practices by insurers in the wake of the 2005 hurricanes that struck the gulf coast states, Congress has examined a possible repeal of the McCarran-Ferguson Act, which exempts the insurance industry from federal anti-trust laws. Among other things, the anti-trust exemption provided by the McCarran-Ferguson Act permits insurance companies to determine premium rates based on industry loss experience data rather than their own individual experience and, therefore, tends to promote more stability and uniformity in premium rates than would otherwise be the case. We cannot assure you that the McCarran-Ferguson Act will not be repealed, or that any such repeal, if enacted, would not have a material adverse effect on our business and results of operations.

We will compete with a large number of companies in the reinsurance industry for underwriting revenues.

We will compete with a large number of other companies in our selected lines of business. There are many reinsurers throughout the world, and new reinsurance companies, based in Bermuda or elsewhere, may be formed at any time. We will compete with major U.S. and non-U.S. reinsurers that offer the lines of reinsurance that we will offer, target the same market as we do and utilize similar business strategies. We compete with various reputable and established reinsurers, such as QBE Insurance Group Limited, PartnerRe Ltd., Max Re Ltd., Munich Reinsurance America Inc. and General Reinsurance Corporation. In addition, newly formed and existing insurance industry companies have recently raised capital to meet perceived demand in the current environment and address underwriting capacity issues. Other newly formed and existing insurance companies may also be preparing to enter the same market segments in which we expect to compete or raise new capital. Since we have no operating history, many of our competitors will have greater name and brand

recognition than we will have. Many of them also have more (in some cases substantially more) capital and greater marketing and management resources than we expect to have, and may offer a broader range of products and more competitive pricing than we expect to, or will be able to, offer.

Our competitive position will be based on many factors, including our perceived financial strength, ratings assigned by independent rating agencies, geographic scope of business, client relationships, premiums charged, contract terms and conditions, products and services offered (including the ability to design customized programs), knowledge of the types of business to be reinsured, speed of claims payment, reputation, experience and qualifications of employees and local presence. Since we have just recently commenced operations, we may not be able to compete successfully on many of these bases. If competition limits our ability to write new business at adequate rates, our return on capital may be adversely affected.

A number of new, proposed or potential legislative or industry developments could further increase competition in our industry. These developments include:

- an increase in capital-raising by companies in our lines of business, which could result in additional new entrants to our markets and an excess of capital in the industry;
- programs in which state-sponsored entities provide property insurance in catastrophe-prone areas or other "alternative markets" types of coverage; and
- changing practices caused by the Internet, which may lead to greater competition in the insurance business.

New competition from these developments could cause the supply and/or demand for insurance or reinsurance to change, which could affect our ability to price our products at attractive rates and adversely affect our underwriting results.

Consolidation in the insurance and reinsurance industry could lead to lower margins for us and less demand for our products and services.

The insurance and reinsurance industry is undergoing a process of consolidation as industry participants seek to enhance their product and geographic reach, client base, operating efficiency and general market power through merger and acquisition activities. We believe that the larger entities resulting from these mergers and acquisition activities may seek to use the benefits of consolidation, including improved efficiencies and economies of scale, to, among other things, implement price reductions for their products and services to increase their market shares. Consolidation among primary insurance companies may also lead to reduced use of reinsurance as the resulting larger companies may be able to retain more risk and may also have bargaining power in negotiations with reinsurers. If competitive pressures compel us to reduce our prices, our operating margins will decrease.

As the insurance and reinsurance industry consolidates, competition may become more intense and the importance of acquiring and properly servicing each customer will become greater. We could incur greater expenses relating to customer acquisition and retention, which could reduce our operating margins.

We may misevaluate the risks we seek to reinsure.

Our success will rely upon the ability of our underwriters and actuaries to accurately assess the risks associated with the programs and treaties that we reinsure. Like other reinsurers, we will not separately evaluate each of the individual risks assumed under reinsurance treaties. Thus, we will be largely dependent on the original underwriting decisions made by ceding companies. We will be subject to the risk that our ceding companies may not have adequately evaluated the individual risks to be reinsured and that the premiums ceded to us may not adequately compensate us for the risks we assume.

Reinsurance of AmTrust's insurance companies could expose us to substantial liability.

Our results will be highly dependent on the results of operations of AmTrust's insurance company subsidiaries. We have entered into a multi-year reinsurance agreement with AII, through which we reinsure 40% of the losses of AmTrust's insurance company subsidiaries, net of reinsurance with unaffiliated reinsurers. If market conditions change during the term of this agreement, we will be adversely affected should AmTrust's underwriting results deteriorate during that period.

We will not be able to control AmTrust's decisions relating to its other reinsurance, and AmTrust may change its reinsurance in ways that adversely affect us.

The reinsurance ceded by AmTrust is net of any reinsurance that AmTrust obtains from unaffiliated reinsurers. For example, Maiden Insurance will receive 40% of AmTrust's premiums (net of commissions in the case of AmTrust's UK subsidiary) net of premiums ceded to unaffiliated reinsurers, and will be liable for 40% of losses and loss adjustment expenses on the ceded business net of any reinsurance recoverable (whether collectible or not) from unaffiliated reinsurers. We are not able to control the types or amounts of reinsurance that AmTrust purchases from unaffiliated reinsurers. AmTrust may change its unaffiliated reinsurance in ways that may adversely affect us. For example, if AmTrust purchases less excess of loss reinsurance, the amount of risk ceded to us under the quota share reinsurance agreement will increase, although the reinsurance agreement excludes coverage of any policy written by AmTrust in which AmTrust's net retention exceeds $5 million. Conversely, if AmTrust chose to purchase additional reinsurance from unaffiliated reinsurers, AmTrust would reduce our revenues.

Our reinsurance agreement with AII provides coverage for extra-contractual obligations and losses in excess of policy limits that AII or the AmTrust insurance subsidiaries may incur. AmTrust's existing excess of loss reinsurance for its workers' compensation business includes coverage for these liabilities within the coverage layers of 100% of $9 million in excess of the first $1 million of losses and 90% of $110 million in excess of $20 million. However, AmTrust does not have excess of loss reinsurance coverage for extra-contractual obligations and losses in excess of policy limits between $10 million and $20 million, and we would bear 40% of any loss incurred by AmTrust between these amounts as well as 40% of 10% of any loss in excess of $20 million.

We may face substantial exposure to losses from terrorism. AmTrust's U.S. insurance companies will be required by law to offer coverage against such losses and the protection afforded by federal legislation has been reduced.

U.S. insurers are required by state and Federal law to offer coverage for terrorism in certain commercial lines. In response to the September 11, 2001 terrorist attacks, the United States Congress enacted legislation designed to ensure, among other things, the availability of insurance coverage for foreign terrorist acts, including the requirement that insurers offer such coverage in certain

commercial lines. The Terrorism Risk Insurance Act of 2002 ("TRIA") requires commercial property and casualty insurance companies to offer coverage for certain acts of terrorism and established a Federal assistance program through the end of 2005 to help such insurers cover claims related to future terrorism-related losses. The Terrorism Risk Insurance Extension Act of 2005 ("TRIEA") extends the Federal assistance program through 2007, but it also has set a per-event threshold that must be met before the federal program becomes applicable and also increases the insurers' statutory deductibles.

Pursuant to TRIA, AmTrust's insurance companies must offer insureds coverage for acts of terrorism that are certified as such by the U.S. Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General, for an additional premium or decline such coverage. Under TRIA, the Federal government agreed to reimburse commercial insurers for up to 85% of the losses due to certified acts of terrorism in excess of a deductible which, for 2007, was set at 20% of the insurer's direct earned commercial lines premiums for the immediately preceding calendar year, *i.e.*, 2006.

Under TRIEA, the Federal government now agrees to reimburse commercial insurers only after a per-event threshold, referred to as the program trigger, has been reached. In the case of certified acts of terrorism taking place after March 31, 2006, the program trigger has been set at $100 million for industry-wide insured losses occurring in 2007.

The Federal terrorism risk assistance provided by TRIA and TRIEA will expire at the end of 2007 and although legislation has been introduced in Congress to expand and extend such assistance, it is not currently clear whether or in what form that assistance will be renewed. Any renewal may be on substantially less favorable terms.

Pursuant to the reinsurance agreement between Maiden Insurance and AII and the reinsurance agreements that we anticipate that Maiden Insurance will enter into with others, Maiden Insurance will reinsure a portion

of each ceding insurer's losses resulting from terrorism. Although we expect that Maiden Insurance will seek to retrocede some or all of this terrorism risk to unaffiliated reinsurers, it may be unable to do so on terms that it considers favorable, or at all.

We may or may not use retrocessional coverage to limit our exposure to risks. Any retrocessional coverage that we obtain may be limited, and credit and other risks associated with our retrocessional reinsurance arrangements may result in losses which could adversely affect our financial condition and results of operations.

We will provide reinsurance to our clients and in turn we may or may not retrocede reinsurance we assume to other insurers and reinsurers. If we do not use retrocessional reinsurance, our exposure to losses will be greater than if we did obtain such coverage. If we do obtain retrocessional coverage, some of the insurers or reinsurers to whom we may retrocede coverage may be domiciled in Bermuda or other non-U.S. locations. We would be subject to credit and other risks that depend upon the financial strength of these reinsurers. Further, we will be subject to credit risk with respect to any retrocessional arrangements because the ceding of risk to reinsurers and retrocessionaires would not relieve us of our liability to the clients or companies we insure or reinsure. Our failure to establish adequate reinsurance or retrocessional arrangements or the failure of any retrocessional arrangements to protect us from overly concentrated risk exposure could adversely affect our business, financial condition and results of operation. We will attempt to mitigate such risks by retaining collateral or trust accounts for premium and claims receivables, but nevertheless we cannot be assured that reinsurance will be fully collectable in the case of all potential claims outcomes.

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

As industry practices and legal, judicial, social and other environmental conditions change, unexpected issues related to claims and coverage may emerge. These issues may adversely affect our business by either extending coverage beyond our underwriting intent or by increasing the number or size of claims. In some instances, these changes may not become apparent until some time after we have issued insurance or reinsurance contracts that are affected by the changes. As a result, the full extent of liability under our reinsurance contracts may not be known for many years after a contract is issued. A recent example of emerging claims and coverage issues is the growing trend of plaintiffs targeting property and casualty insurers in purported class action litigation relating to claims-handling, insurance sales practices and other practices related to the conduct of business in our industry. The effects of this and other unforeseen emerging claim and coverage issues are extremely hard to predict and could have a material adverse effect on our business, financial condition and results of operations.

Our holding company structure and certain regulatory and other constraints affect our ability to pay dividends and make other payments.

Maiden Holdings is a holding company. As a result, we do not have, and will not have, any significant operations or assets other than our ownership of the shares of our subsidiary.

We expect that dividends and other permitted distributions from Maiden Insurance will be our sole source of funds to pay dividends to shareholders and meet ongoing cash requirements, including debt service payments, if any, and other expenses. Bermuda law and regulations, including, but not limited to, Bermuda insurance regulations, will restrict the declaration and payment of dividends and the making of distributions by Maiden Insurance, unless specific regulatory requirements are met. In addition, Maiden Insurance might enter into contractual arrangements in the future that could impose restrictions on any such payments. If we cannot receive dividends or other permitted distributions from Maiden Insurance as a result of such restrictions, we will be unable to pay dividends as currently contemplated by our board of directors. Maiden Insurance is currently able to pay us dividends in an amount in excess of $70 million. The inability of Maiden Insurance to pay dividends in an amount sufficient to enable us to meet our cash requirements at the holding company level could have a material adverse effect on our business, financial condition and results of operations.

We are subject to Bermuda regulatory constraints that will affect our ability to pay dividends on our shares and make other payments. Under the Companies Act, we may declare or pay a dividend out of distributable reserves only if we have reasonable grounds for believing that we are, or would after the payment be,

able to pay our liabilities as they become due and if the realizable value of our assets would thereby not be less than the aggregate of our liabilities and issued share capital and share premium accounts. For a discussion of the legal and regulatory limitations on the ability of Maiden Insurance to pay dividends to Maiden Holdings and of Maiden Holdings to pay dividends to its shareholders, see "Regulation — Regulation of Maiden Insurance — Minimum Solvency Margin and Restrictions on Dividends and Distributions."

Insurance statutes and regulations in various jurisdictions could affect our profitability and restrict our ability to operate.

Maiden Insurance is licensed as a Bermuda insurance company and is subject to regulation and supervision in Bermuda. The applicable Bermuda statutes and regulations generally are designed to protect insureds and ceding insurance companies, not our shareholders. We intend that Maiden Insurance will not be registered or licensed as an insurance company in any jurisdiction outside Bermuda, will conduct business through offices in Bermuda and will not maintain an office or conduct any insurance or reinsurance activities in the United States or elsewhere outside of Bermuda. Nevertheless, we expect that a large portion of the gross premiums written by Maiden Insurance will be derived from its reinsurance agreement with AII, pursuant to which Maiden Insurance reinsures a quota share of insurance written by AmTrust's insurance subsidiaries, and from reinsurance contracts entered into with entities domiciled in the United States. Inquiries into or challenges to the insurance activities of Maiden Insurance may still be raised in the future.

In addition, even if Maiden Insurance, as a reinsurer, is not directly regulated by applicable laws and regulations governing insurance in the jurisdictions where its ceding companies operate, these laws and regulations, and changes in them, can affect the profitability of the business that is ceded to Maiden Insurance, and thereby affect our results of operations. The laws and regulations applicable to direct insurers could indirectly affect us in other ways as well, such as collateral requirements in various U.S. states to enable such insurers to receive credit for reinsurance ceded to us.

In the past, there have been congressional and other proposals in the United States regarding increased supervision and regulation of the insurance industry, including proposals to supervise and regulate reinsurers domiciled outside the United States. Our exposure to potential regulatory initiatives could be heightened by the fact that Maiden Insurance is intended to be domiciled in, and operate exclusively from, Bermuda. Bermuda is a small jurisdiction and may be disadvantaged when participating in global or cross-border regulatory matters as compared with larger jurisdictions such as the U.S. or the leading European Union countries. This disadvantage could be amplified by the fact that Bermuda, which is currently an overseas territory of the United Kingdom, may consider changes to its relationship with the United Kingdom in the future, including potentially seeking independence.

If Maiden Insurance were to become subject to any insurance laws and regulations of the United States or any U.S. state, which are generally more restrictive than Bermuda laws and regulations, at any time in the future, it might be required to post deposits or maintain minimum surplus levels and might be prohibited from engaging in lines of business or from writing specified types of policies or contracts. Complying with those laws could have a material adverse effect on our ability to conduct business and on our financial condition and results of operations.

A number of new, proposed or potential legislative developments could further increase competition in our industry. These developments include programs in which state-sponsored entities provide property insurance or reinsurance in catastrophe-prone areas and proposals to expand the types of perils covered by the U.S. Federal flood insurance program. These legislative developments could eliminate or reduce opportunities for us and other reinsurers to write those coverages, and increase competition with our competitors for contracts not covered by such state-sponsored programs. New competition from these developments could result in fewer contracts written, lower premium rates, increased expenses for customer acquisition and retention and less favorable policy terms and conditions.

The outcome of recent insurance industry investigations and regulatory proposals could adversely affect our financial condition and results of operations and cause the price of our shares to be volatile.

The insurance industry has recently become the focus of increased scrutiny by regulatory and law enforcement authorities, as well as class action attorneys and the general public, 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 of insurance business. Formal and informal inquiries have been made of a large segment of the industry, and a number of companies in the insurance industry have been named as defendants in lawsuits or have received or may receive subpoenas, requests for information from regulatory agencies or other inquiries relating to these and similar matters. These efforts are expected to result in both enforcement actions and proposals for new state and federal regulation. It is difficult to predict the outcome of these investigations, whether they will expand into other areas not yet contemplated, whether activities and practices currently thought to be lawful will be characterized as unlawful, what form new regulations will have when finally adopted and the impact, if any, of increased regulatory and law enforcement action and litigation on our business and financial condition.

A significant amount of our invested assets will be subject to changes in interest rates and market volatility. If we were unable to realize our investment objectives, our financial condition and results of operations may be adversely affected.

Investment income will be an important component of our net income. Over the long term, we plan to invest approximately 80-85% of our investments in high grade marketable fixed income securities, cash and cash equivalents, and approximately 15-20% in other securities which may include high-yield securities and equity securities. As a result of market conditions prevailing at a particular time, the allocation of our portfolio to various asset types may vary from these targets at times. The fair market value of these assets and the investment income from these assets will fluctuate depending on general economic and market conditions. Because we intend to classify substantially all of our invested assets as available for sale, we expect changes in the market value of

our securities will be reflected in shareholders' equity. Our board of directors has established our investment policies and our management is in the process of implementing our investment strategy with the assistance of AIIM, our investment manager. Although these guidelines stress diversification and capital preservation, our investment results will be subject to a variety of risks, including risks related to changes in the business, financial condition or results of operations of the entities in which we invest, as well as changes in general economic conditions and overall market conditions, interest rate fluctuations and market volatility. General economic conditions and overall market conditions may be adversely affected by U.S. involvement in hostilities with other countries and large-scale acts of terrorism, or the threat of hostilities or terrorist acts.

We expect that our investment portfolio will include a significant amount of interest rate-sensitive instruments, such as bonds, which may be adversely affected by changes in interest rates. Interest rates are highly sensitive to many factors, including governmental monetary policies and domestic and international economic and political conditions and other factors beyond our control. Because of the unpredictable nature of losses that may arise under reinsurance policies, our liquidity needs could be substantial and may increase at any time. Changes in interest rates could have an adverse effect on the value of our investment portfolio and future investment income. For example, changes in interest rates can expose us to prepayment risks on mortgage-backed securities included in our investment portfolio. Increases in interest rates will decrease the value of our investments in fixed-income securities. If increases in interest rates occur during periods when we sell investments to satisfy liquidity needs, we may experience investment losses. If interest rates decline, reinvested funds will earn less than expected.

Certain categories of fixed income securities can experience significant price declines for reasons unrealted to interest rates. For example, in the summer of 2007, the market for collateralized debt obligations experienced a substantial decline due to spillover effects from the problems affecting the subprime mortgage industry.

We also intend to invest a portion of our portfolio in below investment-grade securities. The risk of default by borrowers that issue below investment-grade securities is significantly greater than that of other borrowers because these borrowers are often highly leveraged and more sensitive to adverse economic conditions, including a recession. In addition, these securities are generally unsecured and often subordinated to other debt. The risk that we may not be able to recover our investment in below investment-grade securities is higher than with investment-grade securities. We also intend to invest a portion of our portfolio in equity securities, including hedge funds, which are more speculative and more volatile than debt securities.

If we do not structure our investment portfolio so that it is appropriately matched with our reinsurance liabilities, we may be forced to liquidate investments prior to maturity at a significant loss to cover such liabilities. For this or any of the other reasons discussed above, investment losses could significantly decrease our asset base, which would adversely affect our ability to conduct business.

Any significant decline in our investment income would adversely affect our business, financial condition and results of operations.

Unlike more established reinsurance companies with longer operating histories, we have no investment track record on which investors can rely when making an investment decision.

Risks Related to Our Shares

An active trading market for our shares may never develop.

Currently, there is no established trading market for our shares. Although the shares that were sold to qualified institutional buyers in the private offering are currently eligible for trading among qualified institutional buyers in the PORTAL Market of the National Association of Securities Dealers, Inc., shares sold pursuant to this prospectus will not continue to trade on the PORTAL Market. Application will be made to have our common shares approved for listing on the NASDAQ Global Market or the New York Stock Exchange. However, we cannot assure you as to:

- the likelihood that an active market for the shares will develop;
- the liquidity of any such market;
- the ability of our shareholders to sell their shares; or
- the price that our shareholders may obtain for their shares.

If an active trading market does not develop or is not maintained, holders of the shares may experience difficulty in reselling, or an inability to sell, the shares. Future trading prices for the shares may be adversely affected by many factors, including changes in our financial performance, changes in the overall market for similar shares and performance or prospects for companies in our industry.

We currently intend to pay a quarterly cash dividend of $0.025 per common share; however, any determination to pay dividends will be at the discretion of our board of directors.

Our board of directors currently intends to authorize the payment of a cash dividend of $0.025 per common share each quarter. Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon our results of operations and cash flows, our financial position and capital requirements, general business conditions, legal, tax, regulatory, rating agency and any contractual restrictions on the payment of dividends and any other factors our board of directors deems relevant, including Bermuda legal and regulatory constraints.

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

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

- fluctuations in interest rates, inflationary pressures and other changes in the investment environment that affect returns on invested assets;
- changes in the frequency or severity of claims;
- volatile and unpredictable developments, including man-made, weather-related and other natural catastrophes or terrorist attacks;
- price competition;
- inadequate reserves;

- cyclical nature of the property and casualty insurance market;
- negative developments in the specialty property and casualty reinsurance sectors in which we operate; and
- reduction in the business activities of AmTrust or any of our ceding insurers.

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

Future sales of shares may adversely affect their price.

Future sales of our common shares by our shareholders or us, or the perception that such sales may occur, could adversely affect the market price of our common shares. Currently, 59,550,000 common shares are outstanding. In addition, we have reserved 2,800,000 shares for issuance under our 2007 Share Incentive Plan. Under this plan, we have granted options exercisable for, in the aggregate, 711,000 of our common shares. In addition, we issued ten-year warrants to our Founding Shareholders to purchase an additional 4,050,000 of our common shares at an exercise price of $10.00 per share. See “Shares Eligible For Future Sale.” 56,920,000 of our common shares are being registered pursuant to the registration statement of which this prospectus is a part. Sales of substantial amounts of our shares, or the perception that such sales could occur, could adversely affect the prevailing price of the shares and may make it more difficult for us to sell our equity securities in the future, or for shareholders to sell their shares, at a time and price that they deem appropriate.

Our internal audit and reporting systems might not be effective in the future, which could increase the risk that we would become subject to restatements of our financial results or to regulatory action or litigation or other developments that could adversely affect our business.

Our ability to produce accurate financial statements and comply with applicable laws, rules and regulations is largely dependent on our establishment and maintenance of internal audit and reporting systems, as well as on our ability to attract and retain qualified management and accounting and actuarial personnel to further develop our internal accounting function and control policies. If we fail to effectively establish and maintain such reporting and accounting systems or fail to attract and retain personnel who are capable of designing and operating such systems, these failures will increase the likelihood that we may be required to restate our financial results to correct errors or that we will become subject to legal and regulatory infractions, which may entail civil litigation and investigations by regulatory agencies including the SEC.

We will become subject to additional financial and other reporting and corporate governance requirements that may be difficult for us to satisfy.

We were formed in June 2007 and have a very limited operating history. Following the effectiveness of the registration statement of which this prospectus is a part, we will become subject to new financial and other reporting and corporate governance requirements, including the requirements of the NASDAQ Global Market or the New York Stock Exchange and certain provisions of the Sarbanes-Oxley Act of 2002 and the regulations promulgated thereunder, which will impose significant compliance obligations upon us. In particular, we are, or will be, required to:

- Enhance the roles and duties of our board of directors, our board committees and management;
- Supplement our internal accounting function, including hiring staff with expertise in accounting and financial reporting for a public company, as well as implement appropriate and sufficient accounting and reporting systems, and enhance and formalize closing procedures at the end of our accounting periods;
- Prepare and distribute periodic public reports in compliance with our obligations under the U.S. federal securities laws;
- Involve and retain to a greater degree outside counsel and accountants in the activities listed above;
- Establish or outsource an internal audit function;

- Enhance our investor relations function; and
- Establish new control policies, such as those relating to disclosure controls and procedures, segregation of duties and procedures and insider trading.

These obligations require a significant commitment of additional resources. We may not be successful in implementing these requirements, and implementing them could adversely affect our business or operating results. In addition, if we fail to implement

the requirements with respect to our internal accounting and audit functions, our ability to report our operating results on a timely and accurate basis would be impaired.

Provisions in our bye-laws may reduce or increase the voting rights of our shares.

In general, and except as provided under our bye-laws and as provided below, the common shareholders have one vote for each common share held by them and are entitled to vote, on a non-cumulative basis, at all meetings of shareholders. However, if, and so long as, the shares of a shareholder are treated as "controlled shares" (as determined pursuant to sections 957 and 958 of the Internal Revenue Code of 1986, as amended (the "Code")) of any U.S. Person (as that term is defined in "Material Tax Considerations") (that owns shares directly or indirectly through non-U.S. entities) and such controlled shares constitute 9.5% or more of the votes conferred by our issued shares, the voting rights with respect to the controlled shares owned by such U.S. Person will be limited, in the aggregate, to a voting power of less than 9.5%, under a formula specified in our bye-laws. The formula is applied repeatedly until the voting power of all 9.5% U.S. Shareholders has been reduced to less than 9.5%. In addition, our board may limit a shareholder's voting rights when it deems it appropriate to do so to (i) avoid the existence of any 9.5% U.S. Shareholder; and (ii) avoid certain material adverse tax, legal or regulatory consequences to us, any of our subsidiaries or any direct or indirect shareholder or its affiliates. "Controlled shares" include, among other things, all shares that a U.S. Person is deemed to own directly, indirectly or constructively (within the meaning of section 958 of the Code). The amount of any reduction of votes that occurs by operation of the above limitations will generally be reallocated proportionately among our other shareholders whose shares were not "controlled shares" of the 9.5% U.S. Shareholder so long as such reallocation does not cause any person to become a 9.5% U.S. Shareholder.

Under these provisions, certain shareholders may have their voting rights limited, while other shareholders may have voting rights in excess of one vote per share. Moreover, these provisions could have the effect of reducing the votes of certain shareholders who would not otherwise be subject to the 9.5% limitation by virtue of their direct share ownership.

We are authorized under our bye-laws to request information from any shareholder for the purpose of determining whether a shareholder's voting rights are to be reallocated under the bye-laws. If any holder fails to respond to this request or submits incomplete or inaccurate information, we may, in our sole discretion, eliminate the shareholder's voting rights.

Anti-takeover provisions in our bye-laws and termination provisions in our reinsurance agreement with a subsidiary of AmTrust could impede an attempt to replace or remove our directors, which could diminish the value of our common shares.

Our bye-laws contain provisions that may entrench directors and make it more difficult for shareholders to replace directors even if the shareholders consider it beneficial to do so. In addition, these provisions could delay or prevent a change of control that a shareholder might consider favorable. For example, these provisions may prevent a shareholder from receiving the benefit from any premium over the market price of our common shares offered by a bidder in a potential takeover. Even in the absence of an attempt to effect a change in management or a takeover attempt, these provisions may adversely affect the prevailing market price of our common shares if they are viewed as discouraging changes in management and takeover attempts in the future.

Examples of provisions in our bye-laws that could have such an effect include the following:

- our board of directors may reduce the total voting power of any shareholder in order to avoid adverse tax, legal or regulatory consequences to us or any direct or indirect holder of our shares or its affiliates; and

- our directors may, in their discretion, decline to record the transfer of any common shares on our share register, if they are not satisfied that all required regulatory approvals for such transfer have been obtained or if they determine such transfer may result in a non-deminimis adverse tax, legal or regulatory consequence to us or any direct or indirect holder of shares or its affiliates.

It may be difficult for a third party to acquire us.

Provisions of our organizational documents may discourage, delay or prevent a merger, amalgamation, tender offer or other change of control that holders of our shares may consider favorable. These provisions impose various procedural and other requirements that could make it more difficult for shareholders to effect various corporate actions. These provisions could:

- have the effect of delaying, deferring or preventing a change in control of us;
- discourage bids for our securities at a premium over the market price;
- adversely affect the price of, and the voting and other rights of the holders of our securities; or
- impede the ability of the holders of our securities to change our management.

See "Description of Share Capital" for a summary of these provisions.

In addition, AII is entitled to terminate the Reinsurance Agreement if we undergo a change in control. Because we expect the business we reinsure from AmTrust to constitute substantially all of our business initially and most of our business for at least our first few years of operations, this termination right may deter parties who are interested in acquiring us, may prevent shareholders from receiving a premium over the market price of our common shares and may depress the price of our common shares below levels that might otherwise prevail.

U.S. persons who own our shares may have more difficulty in protecting their interests than U.S. persons who are shareholders of a U.S. corporation.

The Companies Act, which applies to us, differs in certain material respects from laws generally applicable to U.S. corporations and their shareholders. As a result of these differences, U.S. persons who own our shares may have more difficulty protecting their interests than U.S. persons who own shares of a U.S. corporation. Set forth below is a summary of certain significant provisions of the Companies Act 1981 of Bermuda, including modifications adopted pursuant to our bye-laws, applicable to us which differ in

certain respects from provisions of Delaware corporate law. Because the following statements are summaries, they do not discuss all aspects of Bermuda law that may be relevant to us and our shareholders.

Interested Directors. Bermuda law provides that if a director has a personal interest in a transaction to which the company is also a party and if the director discloses the nature of this personal interest at the first opportunity, either at a meeting of directors or in writing to the directors, then the company will not be able to declare the transaction void solely due to the existence of that personal interest and the director will not be liable to the company for any profit realized from the transaction. In addition, Bermuda law and our bye-laws provide that, after a director has made the declaration of interest referred to above, he is allowed to be counted for purposes of determining whether a quorum is present and to vote on a transaction in which he has an interest, unless disqualified from doing so by the chairman of the relevant board meeting. Under Delaware law such transaction would not be voidable if:

- the material facts as to such interested director's relationship or interests are disclosed or are known to the board of directors and the board in good faith authorizes the transaction by the affirmative vote of a majority of the disinterested directors;
- such material facts are disclosed or are known to the stockholders entitled to vote on such transaction and the transaction is specifically approved in good faith by vote of the majority of shares entitled to vote thereon; or
- the transaction is fair as to the corporation as of the time it is authorized, approved or ratified.

Under Delaware law, such interested director could be held liable for a transaction in which such director derived an improper personal benefit.

Mergers and Similar Arrangements. The amalgamation of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation agreement to be approved by the company's board of directors and by its shareholders. Under our bye-laws, we may, with the approval of a majority of votes cast at a general meeting of our shareholders at which a quorum is present, amalgamate with another Bermuda company or with a body incorporated outside Bermuda. In the case of an amalgamation, a shareholder may apply to a Bermuda court for a proper valuation of such shareholder's shares if such shareholder is not satisfied that fair value has been paid for such shares. Under Delaware law, with certain exceptions, a merger, consolidation or sale of all or substantially all the assets of a corporation must be approved by the board of directors and a majority of the outstanding shares entitled to vote thereon. Under Delaware law, a stockholder of a corporation participating in certain major corporate transactions may, under certain circumstances, be entitled to appraisal rights pursuant to which such stockholder may receive cash in the amount of the fair value of the shares held by such stockholder (as determined by a court) in lieu of the consideration such stockholder would otherwise receive in the transaction.

Shareholders' Suit. The rights of shareholders under Bermuda law are not as extensive as the rights of shareholders under legislation or judicial precedent in many United States jurisdictions. Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. However, the Bermuda courts ordinarily would be expected to follow English case law precedent, which would permit a shareholder to commence an action in the name of the company to remedy a wrong done to the company where the act complained of is alleged to be beyond the corporate power of the company, is illegal or would result in the violation of our memorandum of association or bye-laws. Furthermore, consideration would be given by the court to acts that are alleged to constitute a fraud against the minority shareholders or where an act requires the approval of a greater percentage of our shareholders than actually approved it. The winning party in such an action generally would be able to recover a portion of attorneys' fees incurred in connection with such action. Our bye-laws provide that shareholders waive all claims or rights of action that they might have, individually or in the right of the company, against any director or officer for any act or failure to act in the performance of such director's or officer's duties, except with respect to any fraud or dishonesty of such director or officer. Class actions and derivative actions generally are available to stockholders under Delaware law for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action.

Indemnification of Directors. We may indemnify our directors or officers in their capacity as directors or officers of any loss arising or liability attaching to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which a director or officer may be guilty in relation to the company other than in respect of his own fraud or dishonesty. Under Delaware law, a corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in defense of an action, suit or proceeding by reason of such position if such director or officer acted in good faith and in a manner 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, such director or officer had no reasonable cause to believe his or her conduct was unlawful.

To further understand the risks associated with U.S. persons who own our shares, see "Description of Share Capital — Differences in Corporate Law" for more information on the differences between Bermuda and Delaware corporate laws.

We are a Bermuda company and it may be difficult for you to enforce judgments against us or our directors and executive officers.

We are incorporated under the laws of Bermuda and our business is based in Bermuda. In addition, some of our directors and officers may reside outside the United States, and all or a substantial portion of our assets will be and the assets of these persons are, and will continue to be, located in jurisdictions outside the United States. As such, it may be difficult or impossible to effect service of process within the United States upon us or those persons or to recover against us or them on judgments of U.S. courts, including judgments predicated upon civil liability provisions of the U.S. federal securities laws. Further, no claim may be brought in Bermuda against us or our directors and officers in the first instance for violation of U.S. federal securities laws

because these laws have no extraterritorial jurisdiction under Bermuda law and do not have force of law in Bermuda. A Bermuda court may, however, impose civil liability, including the possibility of monetary damages, on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law.

We have been advised by Conyers Dill & Pearman, our Bermuda counsel, that there is doubt as to whether the courts of Bermuda would enforce judgments of U.S. courts obtained in actions against us or our directors and officers, as well as the experts named in this prospectus, predicated upon the civil liability provisions of the U.S. federal securities laws or original actions brought in Bermuda against us or these persons predicated solely upon U.S. federal securities laws. Further, we have been advised by Conyers Dill & Pearman that there is no treaty in effect between the United States and Bermuda providing for the enforcement of judgments of U.S. courts, and there are grounds upon which Bermuda courts may not enforce judgments of U.S. courts. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda courts as contrary to that jurisdiction's public policy. Because judgments of U.S. courts are not automatically enforceable in Bermuda, it may be difficult for you to recover against us based upon such judgments.

Risks Related to Taxation

We may become subject to taxes in Bermuda after 2016, which may have a material adverse effect on our financial condition and operating results and on an investment in our shares.

The Bermuda Minister of Finance, under the Exempted Undertakings Tax Protection Act 1966, as amended, of Bermuda, has given each of Maiden Holdings and Maiden Insurance an assurance that if any legislation is enacted in Bermuda that would impose tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax will not be applicable to Maiden Holdings, Maiden Insurance or any of their respective operations or their respective shares, debentures or other obligations (except insofar as such tax applies to persons ordinarily resident in Bermuda or to any taxes payable by them in respect of real property or leasehold interests in Bermuda held by them) until March 28, 2016. See "Material Tax Considerations — Taxation of Maiden Holdings and Maiden Insurance — Bermuda." Given the limited duration of the Minister of Finance's expected assurance, we cannot be certain that we will not be subject to any Bermuda tax after March 28, 2016. Since Maiden Holdings and Maiden Insurance are incorporated in Bermuda, we will be subject to changes of law or regulation in Bermuda that may have an adverse impact on our operations, including imposition of tax liability. See "Material Tax Considerations — Taxation of Maiden Holdings and Maiden Insurance — Bermuda."

The impact of the Organization for Economic Cooperation and Development's directive to eliminate harmful tax practices is uncertain and could adversely affect our tax status in Bermuda.

The Organization for Economic Cooperation and Development (the "OECD") has published reports and launched a global dialogue among member and non-member countries on measures to limit harmful tax competition. These measures are largely directed at counteracting the effects of tax havens and preferential tax regimes in countries around the world. In the OECD's report dated April 18, 2002 and updated as of June 2004 and September 2006, Bermuda was not listed as an uncooperative tax haven jurisdiction because it had previously committed to eliminate harmful tax practices and to embrace international tax standards for transparency, exchange of information and the elimination of any aspects of the regimes for financial and other services that attract business with no substantial domestic activity. We are not able to predict what changes will arise from the commitment or whether such changes will subject us to additional taxes.

We may be subject to U.S. federal income tax, which would have an adverse effect on our financial condition and results of operations and on an investment in our shares.

If either Maiden Holdings or Maiden Insurance were considered to be engaged in a trade or business in the United States, it could be subject to U.S. federal income and additional branch profits taxes on the portion of its earnings that are effectively connected to such U.S. business or in the case of Maiden Insurance, if it is entitled to benefits under the United States income tax treaty with Bermuda and if Maiden Insurance were

considered engaged in a trade or business in the United States through a permanent establishment, Maiden Insurance could be subject to U.S. federal income tax on the portion of its earnings that are attributable to its permanent establishment in the United States, in which case its results of operations could be materially adversely affected. Maiden Holdings and Maiden Insurance are Bermuda companies. We intend to manage our business so that each of these companies should operate in such a manner that neither of these companies should be treated as engaged in a U.S. trade or business and, thus, should not be subject to U.S. federal taxation (other than the U.S. federal excise tax on insurance and reinsurance premium income attributable to insuring or reinsuring U.S. risks and U.S. federal withholding tax on certain U.S. source investment income). However, because (i) there is considerable uncertainty as to activities which constitute being engaged in a trade or business within the United States, (ii) a significant portion of Maiden Insurance's business is reinsurance of AmTrust's insurance subsidiaries and Maiden Insurance may not be able to expand its reinsurance business beyond its agreement with AmTrust, (iii) our Chairman of the Board is AmTrust's President and Chief Executive Officer, and certain of our executive officers and former executive officers are also executive officers of AmTrust, including (a) our former interim Chief Financial Officer is AmTrust's Chief Financial Officer and (b) our Chief Executive Officer is currently an executive officer of AmTrust and is expected to continue to serve as an executive officer of AmTrust on a transitional basis, (iv) we have an asset management agreement with a subsidiary of AmTrust and may also have additional contractual relationships with AmTrust and its subsidiaries in the future (see "Certain Relationships and Related Transactions"), and (v) the activities conducted outside the United States related to Maiden Insurance's start-up were limited, we cannot be certain that the IRS will not contend successfully that we are engaged in a trade or business in the U.S. See "Material Tax Considerations — Taxation of Maiden Holdings and Maiden Insurance — United States."

Holders of 10% or more of our shares may be subject to U.S. income taxation under the controlled foreign corporation rules.

If you are a "10% U.S. Shareholder" of a non-U.S. corporation (defined as a U.S. Person who owns (directly, indirectly through non-U.S. entities or constructively (as defined below)) at least 10% of the total combined voting power of all classes of stock entitled to vote) that is a controlled foreign corporation, which we refer to as a CFC, for an uninterrupted period of 30 days or more during a taxable year, and you own shares in the CFC directly or indirectly through non-U.S. entities on the last day of the CFC's taxable year, you must include in your gross income for U.S. federal income tax purposes your pro rata share of the CFC's "subpart F income," even if the subpart F income is not distributed. "Subpart F income" of a non-U.S. insurance corporation typically includes foreign personal holding company income (such as interest, dividends and other types of passive income), as well as insurance and reinsurance income (including underwriting and investment income). A non-U.S. corporation is considered a CFC if 10% U.S. Shareholders own (directly, indirectly through non-U.S. entities or by attribution by application of the constructive ownership rules of section 958(b) of the Code) (that is, "constructively") more than 50% of the total combined voting power of all classes of voting stock of that non-U.S. corporation or the total value of all stock of that corporation.

For purposes of taking into account insurance income, a CFC also includes a non-U.S. insurance company in which more than 25% of the total combined voting power of all classes of stock (or more than 25% of the total value of the stock) is owned (directly, indirectly through non-U.S. entities or constructively) by 10% U.S. Shareholders on any day during the taxable year of such corporation.

For purposes of this discussion, the term "U.S. Person" means: (i) an individual citizen or resident of the United States, (ii) a partnership or corporation created or organized in or under the laws of the United States, or under the laws of any State thereof (including the District of Columbia), (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, (iv) a trust if either (x) a court within the United States is able to exercise primary supervision over the administration of such trust and one or more U.S. Persons have the authority to control all substantial decisions of such trust or (y) the trust has a valid election in effect to be treated as a U.S. Person for U.S. federal income tax purposes or (v) any other person or entity that is treated for U.S. federal income tax purposes as if it were one of the foregoing.

Because George Karfunkel, Michael Karfunkel and Barry Zyskind owned all of the shares of Maiden Holdings prior to July 3, 2007, Maiden Holdings was a CFC during the period of 2007 prior to July 3, 2007. Following the private offering, Barry Zyskind may be treated as a 10% U.S. Shareholder of Maiden Holdings and Maiden Insurance as a result of his seat on the board of Maiden Holdings. We believe, subject to the

discussion below, that because of the anticipated dispersion of our share ownership, provisions in our organizational documents that limit voting power (these provisions are described under "Description of Share Capital") and other factors, no U.S. Person who acquires our shares in this offering directly or indirectly through one or more non-U.S. entities and did not own shares prior to this offering should be treated as owning (directly, indirectly through non-U.S. entities or constructively) 10% or more of the total voting power of all classes of Maiden Holdings' or Maiden Insurance's shares. However, the IRS could challenge the effectiveness of the provisions in our organizational documents and a court could sustain such a challenge. Accordingly, no assurance can be given that a U.S. Person who owns our shares other than Barry Zyskind will not be characterized as a 10% U.S. Shareholder. See "Material Tax Considerations — Taxation of Shareholders — United States Taxation — Classification of Maiden Holdings or Maiden Insurance as CFCs."

U.S. Persons who hold our shares may be subject to U.S. federal income taxation at ordinary income rates on their proportionate share of Maiden Insurance's related person insurance income.

If U.S. persons are treated as owning 25% or more of Maiden Insurance's shares (by vote or by value) (as is expected to be the case) and the related person insurance income or RPII of Maiden Insurance (determined on a gross basis) were to equal or exceed 20% of Maiden Insurance's gross insurance income in any taxable year and direct or indirect insureds (and persons related to those insureds) own directly or indirectly through entities 20% or more of the voting power or value of our shares, then a U.S. Person who owns any shares of Maiden Insurance (directly or indirectly through non-U.S. entities) on the last day of the taxable year would be required to include in its income for U.S. federal income tax purposes such person's pro rata share of Maiden Insurance's RPII for the entire taxable year, determined as if such RPII were distributed proportionately only to U.S. Persons at that date, regardless of whether such income is distributed. In addition, any RPII that is includible in the income of a U.S. tax-exempt organization generally will be treated as unrelated business taxable income. The amount of RPII earned by Maiden Insurance (generally, premium and related investment income from the direct or indirect insurance or reinsurance of any direct or indirect U.S. holder of shares or any person related to such holder) will depend on a number of factors, including the identity of persons directly or indirectly insured or reinsured by Maiden Insurance. We believe that either (i) the direct or indirect insureds of Maiden Insurance (and related persons) should not directly or indirectly own 20% or more of either the voting power or value of our shares or (ii) the RPII (determined on a gross basis) of Maiden Insurance should not equal or exceed 20% of Maiden Insurance's gross insurance income for a taxable year immediately following this offering and we do not expect both of these thresholds to be exceeded in the foreseeable future. However, we cannot be certain that this will be the case because some of the factors which determine the extent of RPII may be beyond our control. See "Material Tax Considerations — Taxation of Shareholders — United States Taxation — The RPII CFC Provisions."

U.S. Persons who dispose of our shares may be subject to U.S. federal income taxation at the rates applicable to dividends on a portion of their gains if any.

The RPII rules provide that if a U.S. Person disposes of shares in a non-U.S. insurance corporation in which U.S. Persons own 25% or more of the shares (even if the amount of gross RPII is less than 20% of the corporation's gross insurance income and the ownership of its shares by direct or indirect insureds and related persons is less than the 20% threshold), any gain from the disposition will generally be treated as a dividend to the extent of the holder's share of the corporation's undistributed earnings and profits that were accumulated during the period that the holder owned the shares (whether or not such earnings and profits are attributable to RPII). In addition, such a holder will be required to comply with certain reporting requirements, regardless of the amount of shares owned by the holder. These RPII rules should not apply to dispositions of our shares because Maiden Holdings will not be directly engaged in the insurance business. The RPII provisions, however, have never been interpreted by the courts or

the U.S. Treasury Department in final regulations, and regulations interpreting the RPII provisions of the Code exist only in proposed form. It is not certain whether these regulations will be adopted in their proposed form or what changes or clarifications might ultimately be made thereto or whether any such changes, as well as any interpretation or application of the RPII rules by the IRS, the courts, or otherwise, might have retroactive effect. The U.S. Treasury Department has authority to impose, among other things, additional reporting requirements with respect to RPII. Accordingly, the meaning of the RPII provisions and the application thereof to Maiden Holdings and Maiden

Insurance is uncertain. See "Material Tax Considerations — Taxation of Shareholders — United States Taxation — The RPII CFC Provisions."

U.S. Persons who hold our shares will be subject to adverse U.S. federal income tax consequences if Maiden Holdings is considered to be a passive foreign investment company.

If Maiden Holdings is considered a passive foreign investment company, or a PFIC, for U.S. federal income tax purposes, a U.S. Person who owns directly or, in some cases, indirectly (e.g. through a non-U.S. partnership) any of our shares will be subject to adverse U.S. federal income tax consequences, including subjecting the investor to a greater tax liability than might otherwise apply and subjecting the investor to a tax on amounts in advance of when such tax would otherwise be imposed, in which case your investment could be materially adversely affected. In addition, if Maiden Holdings were considered a PFIC, upon the death of any U.S. individual owning our shares, such individual's heirs or estate would not be entitled to a "step-up" in the basis of the shares which might otherwise be available under U.S. federal income tax laws. We believe that we are not, and we currently do not expect to become, a PFIC for U.S. federal income tax purposes; however, we cannot assure you that we will not be deemed a PFIC by the IRS. For example, if Maiden Insurance is not able to expand its reinsurance business beyond its agreements with AmTrust or if Mr. Caviet and other similarly qualified individuals do not become full-time employees of Maiden Insurance, the IRS may successfully conclude that we should be characterized as a PFIC. There are currently no regulations regarding the application of the PFIC provisions to an insurance company. New regulations or pronouncements interpreting or clarifying these rules may be forthcoming. We cannot predict what impact, if any, such guidance would have on an investor that is subject to U.S. federal income taxation. See "Material Tax Considerations — Taxation of Shareholders — United States Taxation — Passive Foreign Investment Companies."

The IRS may take the position that transactions between AmTrust and Maiden Insurance do not constitute insurance or that Maiden Insurance is not engaged in the active conduct of an insurance business, due to the proportion of Maiden Insurance's premiums provided by AmTrust.

The IRS, in Revenue Ruling 2005-40, took the position that a transaction between an insurer and an insured did not provide risk distribution, and thus was not insurance for U.S. federal income tax purposes, when the insured provided over 90% of the insurer's premiums for the year. We do not believe the IRS would attempt to apply such a rule to quota share reinsurance transactions in which the ceding company cedes a significant number of unrelated risks to the reinsurer, even if the ceding company provided substantially all of the reinsurer's business, nor do we believe the IRS would be successful if it took such a position. Nevertheless, if the IRS successfully asserted such a position, and transactions between AmTrust and Maiden Insurance were not considered insurance, Maiden Holdings could be considered a PFIC. Further, it is possible that Maiden Insurance may not qualify for the insurance income exception to the PFIC rules for any taxable year in which its only business was the reinsurance of affiliates of AmTrust. As noted above, there could be material adverse tax consequences for an investor were Maiden Holdings to be considered a PFIC.

The reinsurance agreement between Maiden Insurance and AmTrust may be subject to recharacterization or other adjustment for U.S. federal income tax purposes, which may have a material adverse effect on our financial condition and operating results.

Under section 845 of the Code, the IRS may allocate income, deductions, assets, reserves, credits and any other items related to a reinsurance agreement among certain related parties to the reinsurance agreement, or in circumstances where one party is an agent of the other, recharacterize such items, or make any other adjustment, in order to reflect the proper source, character or amount of the items for each party. In addition, if a reinsurance contract has a significant tax avoidance effect on any party to the contract, the IRS may make adjustments with respect to such party to eliminate the tax avoidance effect. No regulations have been issued under section 845 of the Code. Accordingly, the application of such provisions is uncertain and we cannot predict what impact, if any, such provisions may have on us.

U.S. tax-exempt organizations that own our shares may recognize unrelated business taxable income.

A U.S. tax-exempt organization may recognize unrelated business taxable income if a portion of our insurance income is allocated to the organization, in which case the tax-exempt entity generally should be

subject to the unrelated business income tax. In general, insurance income will be allocated to a U.S. tax-exempt organization if either (i) we are a CFC (which should be the case if 10% U.S. Shareholders own 25% or more of our voting power or value) and the tax-exempt shareholder is a 10% U.S. Shareholder or (ii) U.S. Persons own 25% or more of our shares, we insure directly or indirectly our direct or indirect shareholders that are U.S. Persons or persons related to such shareholders, and certain exceptions do not apply. Although we do not believe that any U.S. tax-exempt organizations should be allocated such insurance income, we cannot be certain that this will be the case. See "Material Tax Considerations — Taxation of Shareholders — United States Taxation — Classification of Maiden Holdings or Maiden Insurance as CFCs" and "Material Tax Considerations — Taxation of

Shareholders — United States Taxation — The RPII CFC Provisions." Potential U.S. tax-exempt investors are advised to consult their own tax advisers.

Changes in U.S. federal income tax law could materially adversely affect an investment in our shares.

Legislation has been introduced in the U.S. Congress intended to eliminate certain perceived tax advantages of companies (including insurance companies) that have legal domiciles outside the United States but have certain U.S. connections. It is possible that legislation could be introduced and enacted by the current Congress or future Congresses that could have an adverse effect on us, or our shareholders. For example, legislation has been introduced in Congress that would, if enacted, deny "qualified dividend income" treatment to amounts paid by any corporation organized under the laws of a foreign country which does not have a comprehensive income tax system, such as Bermuda. It is possible that this legislative proposal, if enacted, could apply retroactively. Therefore, depending on whether, when and in what form this legislative proposal is enacted, we cannot assure you that any dividends paid by us in the future would qualify for reduced rates of tax.

Additionally, the U.S. federal income tax laws and interpretations regarding whether a company is engaged in a trade or business within the United States, or is a PFIC or whether U.S. Persons would be required to include in their gross income the "subpart F income" or the RPII of a CFC are subject to change, possibly on a retroactive basis. There are currently no regulations regarding the application of the PFIC rules to insurance companies and the regulations regarding RPII are still in proposed form. New regulations or pronouncements interpreting or clarifying such rules may be forthcoming. We cannot be certain if, when or in what form such regulations or pronouncements may be provided and whether such guidance will have a retroactive effect.

We may be subject to United Kingdom taxes, which would have an adverse effect on our financial condition and results of operations and on an investment in our shares.

A company which is resident in the UK for UK corporation tax purposes is subject to UK corporation tax in respect of its worldwide income and gains. Neither Maiden Holdings nor Maiden Insurance is incorporated in the UK. Nevertheless, Maiden Holdings or Maiden Insurance would be treated as being resident in the UK for UK corporation tax purposes if its central management and control were exercised in the UK. The concept of central management and control is indicative of the highest level of control of a company's affairs, which is wholly a question of fact. The directors and officers of both Maiden Holdings and Maiden Insurance intend to manage their affairs so that both companies are resident in Bermuda, and not resident in the UK, for UK tax purposes. However, Her Majesty's Revenue & Customs could challenge our tax residence status.

A company which is not resident in the UK for UK corporation tax purposes can nevertheless be subject to UK corporation tax at the rate of 30% if it carries on a trade in the UK through a permanent establishment in the UK, but the charge to UK corporation tax is limited to profits (including income profits and chargeable gains) attributable directly or indirectly to such permanent establishment.

The directors and officers of Maiden Insurance intend to operate the business of Maiden Insurance in such a manner that it does not carry on a trade in the UK through a permanent establishment in the UK. Nevertheless, Her Majesty's Revenue & Customs might contend successfully that Maiden Insurance is trading in the UK through a permanent establishment in the UK because:

- there is considerable uncertainty as to the activities which constitute carrying on a trade in the UK through a permanent establishment in the UK;
- a portion of Maiden Insurance's business will be reinsurance of AmTrust's UK insurance subsidiary;

- our President and Chief Executive Officer:
  - is expected to continue to serve as Managing Director of AmTrust International Underwriters Limited, which has substantial operations in the UK;
  - is expected to continue to be professionally based and personally tax resident in the UK during a transition period (which will not extend past December 31, 2007), traveling to Bermuda as needed,
  - is expected, thereafter, to split his time between the UK and Bermuda; and
  - has extensive relationships in the London reinsurance markets, which he intends to exploit for the benefit of Maiden Insurance; and
- the nature of the business of Maiden Insurance is not expected to require more than a relatively small underwriting team in Bermuda.

The UK has no income tax treaty with Bermuda. Companies that are neither resident in the UK nor entitled to the protection afforded by a double tax treaty between the UK and the jurisdiction in which they are resident are liable to income tax in the UK, at the basic rate of 22%, on the profits of a trade carried on in the UK, where that trade is not carried on through a permanent establishment in the UK. The directors and officers of Maiden Insurance intend to operate the business in such a manner that Maiden Insurance will not fall within the charge to income tax in the UK (other than by way of deduction or withholding) in this respect.

If either Maiden Holdings or Maiden Insurance were treated as being resident in the UK for UK corporation tax purposes, or if Maiden Insurance were treated as carrying on a trade in the UK, whether through a permanent establishment or otherwise, the results of the Group's operations would be materially adversely affected.

A WARNING ABOUT FORWARD-LOOKING STATEMENTS

Some of the statements in “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Industry Background,” “Business,” “Regulation,” “Management” and elsewhere in this prospectus, including those using words such as “believes,” “expects,” “intends,” “estimates,” “projects,” “predicts,” “assumes,” “anticipates,” “plans,” “target,” “goal,” “should,” “seeks” and comparable terms, are forward-looking statements. Forward-looking statements are not statements of historical fact and reflect our views and assumptions as of the date of this prospectus regarding future events and operating performance. Because we have a very limited operating history, many statements relating to us and our business, including statements relating to our competitive strengths and business strategies, are forward-looking statements.

All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are important factors that could cause our actual results to differ materially from those indicated in these statements. We believe that these factors include but are not limited to those described under “Risk Factors,” including the following:

- our lack of any meaningful operating history;
- the risk that we may not be able to implement our business strategy;
- the ineffectiveness or obsolescence of our planned business strategy due to changes in current or future market conditions;
- our inability to hire skilled personnel or our loss of the services of one or more of our key executives;
- changes in regulation or tax laws applicable to us, our brokers or our customers;
- changes in the availability, cost or quality of insurance business that meets out reinsurance underwriting standards;
- actual results, changes in market conditions, changes affecting AmTrust’s business that we reinsure, the occurrence of catastrophic losses and other factors outside our control that may reduce demand for the types of insurance that we reinsure and require us to alter our anticipated methods of conducting our business, such as the nature, amount and types of risk we assume and the terms and limits of the products we intend to write;
- our ability to hire, retain and integrate our management team and other personnel;
- possible future downgrade in the rating of the Company;
- changes in rating agency policies or practices;
- our ability to obtain future financing;
- our heavy dependence on AmTrust for revenue in the initial years of operation, and possibly beyond and the risk that our arrangements with AmTrust may change or terminate;
- changes in accounting policies or practices;
- loss experience under our reinsurance agreements that is worse than we anticipated when we entered into those agreements;
- cyclical changes in the insurance and reinsurance market and changes in competitive conditions;
- the price and availability of retrocessional reinsurance;
- emerging and unanticipated claim and coverage issues;
- changes in regulations affecting us, our ceding companies or the types of insurance that we reinsure;
- changes in tax laws or policy, and positions taken by taxing authorities in the United States, the United Kingdom and elsewhere; and

- changes in general economic conditions, including inflation, foreign currency exchange rates, interest rates and other factors.

This list of factors is not exhaustive and should be read with the other cautionary statements that are included in this prospectus.

If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may vary materially from our projections. Any forward-looking statements you read in this prospectus reflect our current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to, among other things, our operations, results of operations, growth strategy and liquidity. All subsequent written and oral forward-looking statements attributable to us or individuals acting on our behalf are expressly qualified in their entirety by this paragraph. You should specifically consider the factors identified in this prospectus that could cause actual results to differ from those discussed in the forward-looking statements before making an investment decision. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

We will not receive any proceeds from the sale of our common shares by the selling shareholders pursuant to this prospectus.

INSTITUTIONAL TRADING AND RELATED SHAREHOLDER MATTERS

Institutional Trading

Prior to the date of this prospectus, our common shares have not been listed or quoted on any national exchange or market system and there is no established public trading market for our common shares. However, following the closing of the private offering our common shares have been sold from time to time in private transactions. Some of those sales by certain qualified institutional buyers of our common shares in the private offering have been reported on the PORTAL Market, which facilitates the resale of unregistered securities pursuant to Rule 144A under the Securities Act among qualified institutional buyers. To our knowledge, the most recent price at which shares were resold on the PORTAL Market was $9.00 per share on October 8, 2007.

While our common shares have been sold privately from time to time after the closing of the private offering, and some of these trades have been reported on the PORTAL Market, this information is not complete because broker-dealers are not obligated to report all trades to the PORTAL Market. Shares sold pursuant to this prospectus will not continue to trade on the PORTAL Market.

Application will be made to have our common shares approved for listing on the NASDAQ Global Market or the New York Stock Exchange. The sale prices per share set forth above may not be indicative of the prices at which our common shares will be listed on the NASDAQ Global Market or the New York Stock Exchange.

Holders of Our Shares

As of October 30, 2007, we had 59,550,000 common shares issued and outstanding, which were held by four holders of record, our Founding Shareholders and Cede & Co. Cede & Co. holds shares on behalf of The Depository Trust Company, which itself holds shares on behalf of 332 beneficial owners of our common shares, as of October 30, 2007.

DIVIDEND POLICY

Our board of directors currently intends to authorize the payment of a cash dividend of $0.025 per common share each quarter. The first such payment was made on October 15, 2007 for the quarter ended September 30, 2007. Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon our results of operations and cash flows, our financial position and capital requirements, general business conditions, legal, tax, regulatory, rating agency and any contractual restrictions on the payment of dividends and any other factors our board of directors deems relevant, including Bermuda legal and regulatory constraints.

Maiden Holdings is a holding company and has no direct operations. The ability of Maiden Holdings to pay dividends or distributions will depend almost exclusively on the ability of its subsidiaries to pay dividends to Maiden Holdings, and will be subject to regulatory, contractual, rating agencies and other constraints. Under Bermuda law, Maiden Insurance may not declare or pay a dividend if there are reasonable grounds for believing that it is, or would after the payment be, unable to pay its liabilities as they become due, or the realizable value of its assets would thereby be less than the aggregate of its liabilities and its issued share capital and share premium accounts. Further, Maiden Insurance, as a regulated insurance company in Bermuda, is subject to additional regulatory restrictions on the payment of dividends or other distributions. Also, Maiden Insurance is required to provide adequate security for its reinsurance obligations under the reinsurance agreements to which it is a party. Maiden Insurance may enter into contractual arrangements (for example, a credit facility or an indenture governing debt securities) that may restrict its ability to pay dividends. For a further description of the restrictions on the ability of our subsidiary to pay dividends, see “Risk Factors — Risks Related to Our Business — Our holding company structure and certain regulatory and other constraints affect our ability to pay dividends and make other payments” and “Regulation — Regulation of Maiden Insurance — Minimum Solvency Margin and Restrictions on Dividends and Distributions.” Currently, Maiden Insurance is able to pay us dividends in an amount in excess of $70 million.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2007 and on a pro forma basis to show the effects of our private offering of common shares that closed in July 2007. You should read the following table in conjunction with the section captioned “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our balance sheet as of June 30, 2007 and related notes included in this prospectus.

	As of June 30, 2007	Pro Forma to Reflect Private Offering
	(in thousands)	
Debt	$ —	
Shareholders’ equity:		
Common shares, $0.01 par value per share, 100,000,000 shares	78	596

authorized; 7,800,00 common shares issued and outstanding (actual) 59,550,000 common shares issued and outstanding (pro forma)		
Additional paid-in capital[(1)]	49,922	529,979
Accumulated deficit[(1)]	(77)	(126)
Total shareholders' equity	49,923	530,449
Total capitalization	$ 49,923	$ 530,449

(1) As described in the section captioned "Certain Relationships and Related Transactions — Founding Shareholders and Related Agreements," we issued warrants to purchase 4,050,000 of our common shares to our Founding Shareholders in connection with our formation and capitalization. At that time, a fair value of $19.5 million for these warrants was determined using the Black-Scholes model. The resulting fair value of the warrants has been recorded as an addition to additional paid-in capital offset by a reduction in additional paid-in capital as a return of capital, resulting in no impact to the net book value per share of our common shares.

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

Overview

We are a new Bermuda holding company organized to provide reinsurance business solutions, including quota share reinsurance as well as excess of loss reinsurance, to the property and casualty industry through Maiden Insurance, our reinsurance company subsidiary incorporated and licensed as a Class 3 insurer in Bermuda. Class 3 insurers are generally insurers which are licensed to write general business, being everything except for life, annuity and certain types of accident and health insurance. There are four classifications of insurers carrying on general business, with Class 4 insurers subject to the strictest regulation and Class 3 insurers subject to greater regulation than Class 1 and Class 2 insurers.

We offer our products to AmTrust and its subsidiaries as well as to small specialty property and casualty insurance companies located in the United States and Europe that are seeking to efficiently manage their capital. We may also reinsure other reinsurers of U.S. and European specialty property and casualty insurance business that have similar objectives. We also plan to conduct business with managing general agents in the United States and Europe that manage programs that fit our expertise in specialty insurance as well as Lloyd's syndicates and program administrators.

We entered into a quota share reinsurance agreement with AmTrust's Bermuda reinsurance subsidiary, AII, which provides quota share reinsurance to AmTrust's insurance company subsidiaries. We also entered into a master agreement with AmTrust pursuant to which we will cause Maiden Insurance, and AmTrust will cause its insurance company subsidiaries, through AII, to reinsure 40% of all business (net of reinsurance with unaffiliated reinsurers) of the types currently written by the insurance subsidiaries and Maiden Insurance will have an option to reinsure any new types of business that they may write. Effective as of July 1, 2007, we reinsure 40% of all business (net of reinsurance with unaffiliated reinsurers) written by AmTrust's insurance company subsidiaries that is subject to the reinsurance agreement. In addition, we also assumed through AII, effective as of July 1, 2007, 40% of the unearned premium reserve of AmTrust's insurance subsidiaries (and the corresponding loss exposure). The reinsurance agreement has an initial term of three years and will be extended for further terms of three years unless either party elects not to renew. In addition, AmTrust has advised us that we may have an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms. The "working layer" of AmTrust's excess of loss reinsurance program is the layer immediately above AmTrust's retention. At present, the working layer is $9 million of losses and loss adjustment expenses per occurrence in excess of AmTrust's $1 million per occurrence retention. Midwest Employers Casualty Insurance Company presently is the sole working layer reinsurer. The current working layer reinsurance contract is scheduled to expire on January 1, 2008. If we submit a proposal to AmTrust to provide excess reinsurance for its working layer or higher layers, AmTrust has agreed to consider such proposal in its discretion.

We also entered into an asset management agreement with AIIM, a subsidiary of AmTrust, having an initial term of one year which will extend for further terms of one year unless either party elects not to renew. Under the asset management agreement, we may also invest a portion of our assets in hedge funds managed by affiliates of AmTrust. We also entered into a reinsurance brokerage agreement with a subsidiary of AmTrust pursuant to which we receive reinsurance brokerage services in exchange for a fee of 1.25% of all premiums we reinsure from AmTrust.

Our relationship with AmTrust and its subsidiaries, including the agreements we have entered into with such companies, is described under "Business — Relationships with AmTrust" and "Certain Relationships and Related Transactions — Our Arrangements with AmTrust and its Subsidiaries" in this prospectus.

Principal Revenue and Expense Items

Revenues

We derive our revenue from net premiums earned, ceding commission revenues, net investment income and net realized gains and losses on investments.

Net Premiums Earned. Premiums written include all premiums received by an insurance company during a specified accounting period, even if the policy provides coverage beyond the end of the period. Premiums are earned over the term of the related policies. At the end of each accounting period, the portion of the premiums that are not yet earned are included in the unearned premium reserve and are realized as revenue in subsequent periods over the remaining term of the policy. Thus, for example, for a one-year policy that is written on July 1, 2007, one-half of the premiums would be earned in 2007 and the other half would be earned in 2008. Workers' compensation policies are typically written for a one-year term. Other kinds of insurance, including extended warranty coverage, can have multi-year terms.

Net premiums earned are the earned portion of our net premiums written. Net premiums written are gross premiums written less premiums ceded to reinsurers in connection with reinsurance agreements. Our gross premiums (written and earned) will represent the assumed premiums from our reinsurance agreements. Reinsurers often cede a portion of their business to other reinsurers. A reinsurer that places business with another reinsurer is a retrocedent. A reinsurer which reinsures business retroceded to it is a retrocessionaire. We do not expect to retrocede a significant portion of our gross premiums at least initially.

Premiums written in Maiden Insurance consist of premiums assumed under the reinsurance agreement with AII and premiums assumed from other insurance and reinsurance companies. Such premiums written will be earned over the term of the underlying policies, typically twenty-four months.

Under our reinsurance agreement with AmTrust, Maiden Insurance assumes from AII 40% of all premiums (net of premiums ceded to unaffiliated reinsurers) written by AmTrust's insurance company subsidiaries. In the case of IGI, AmTrust's United Kingdom insurance company subsidiary, the premiums assumed by Maiden Insurance are also net of commissions paid by IGI; however, IGI increases the premiums it charges its insureds by the amount of commissions payable to produce its policies.

Ceding Commission Revenues. We may earn ceding commission revenues on any gross premiums written that we retrocede to retrocessionaires in connection with reinsurance agreements. We expect these amounts to be minimal at least initially.

Net Investment Income and Net Realized Gains and Losses on Investments. We invest our shareholders' equity and the funds supporting our insurance reserves (including unearned premium reserve and the reserves established to pay for losses and loss adjustment expenses) in investment securities and cash equivalents. Our investment income includes interest and dividends earned on our invested assets, net of investment management fees and other expenses. Realized gains and losses on invested assets will be reported separately from net investment income. 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 our equity securities result in a decrease in the value of our total assets and a decrease in our shareholders' equity.

Expenses

In our consolidated results, expenses consist of loss and loss adjustment expenses, operating expenses, interest expenses, and income taxes. Depending on the terms of the reinsurance agreements that we negotiate, our expenses may also include excise taxes, which are calculated as a percentage (1% for purposes of United States federal excise tax) of premiums ceded to us.

Losses and Loss Adjustment Expenses. We establish loss and loss adjustment expense reserves in an amount equal to our estimate of the ultimate liability for claims under our reinsurance policies and the cost of adjusting and settling those claims. Our provision for loss and loss adjustment expense reserves in any period will include estimates for losses incurred (that is, the total sustained by us under policies, whether paid or unpaid) during such period and changes in estimates for prior periods.

Operating Expenses. Operating expenses include acquisition costs and overhead costs.

Acquisition costs consist of ceding commission and direct commission expense and the portion of operating expenses that are related to the acquisition of reinsurance business. These costs are expected to be capitalized and amortized as an expense as the premiums are earned on the treaties to which they pertain.

Operating expenses that are not related to the acquisition of business, or overhead costs, are generally fixed in nature and will not vary significantly with the amount of premiums written. These costs will generally

be expensed in the calendar period in which they are incurred. Capitalized expenditures which are related to certain technology and other projects or for the acquisition of software, and acquisitions of equipment or leasehold improvement assets will be capitalized and amortized as an expense over the estimated useful lives of such capitalized expenditures and assets.

Certain of our operating expenses are referred to as underwriting expenses. Underwriting expenses are expected to consist of ceding commission expenses and other underwriting expenses.

Ceding Commission Expenses. Maiden Insurance pays ceding commissions to other insurance companies, including AmTrust, for the reinsurance premiums that we assume. Ceding commissions are intended to compensate the ceding company for the costs incurred to acquire the ceded business. Ceding commissions are typically paid on traditional quota share reinsurance agreements, but not on excess of loss reinsurance agreements.

Under our quota share reinsurance agreement with AII, we pay a ceding commission calculated as a percentage of ceded premiums. The ceding commission is initially 31% and may be adjusted every six months beginning on the first anniversary of the effective date of the agreement and every six months thereafter, based on the net loss ratio of all business ceded under the quota share reinsurance agreement from the effective date through the date that is six months prior to the adjustment date. The 31% ceding commission rate will increase by 0.5% for every 1.0% decline in the net loss ratio below 60% up to a maximum ceding commission of 32%, and will decrease by 0.5% for every 1.0% increase in the net loss ratio above 60%, subject to a minimum ceding commission of 30%, as follows:

Net Loss Ratio	Ceding Commission Percentage (%)

62.0% or higher	30.0
61.0	30.5
60.0	31.0
59.0	31.5
58.0% or lower	32.0

Direct commission expenses include the 1.25% reinsurance brokerage fee that we will pay to AmTrust on all reinsurance ceded by AmTrust as well as other reinsurance brokerage fees and commission expense we may incur to intermediaries.

Other Operating Expenses. Other operating expenses consist of other underwriting expenses related to our underwriting operations. Other underwriting expenses are expected to consist of general administrative expenses such as salaries, rent, office supplies, depreciation and all other operating expenses not otherwise classified separately.

In connection with our formation and capitalization, we issued warrants to our Founding Shareholders to purchase up to 4.05 million common shares. The aggregate value of these warrants, $19.5 million, has been recorded as an addition to additional paid-in-capital on the date of issuance with an offsetting charge to additional paid-in-capital as well.

Interest Expense. Interest expense is a function of outstanding borrowing or funding commitments and the contractual interest rate related to these commitments.

Measurement of Results; Outlook

We use various measures to analyze the growth and profitability of our business operations. We measure growth in terms of gross and net premiums written and we measure underwriting profitability by examining our loss, underwriting expense and combined ratios. We also measure our gross and net written premiums to surplus ratios to measure the adequacy of capital in relation to premiums written. We analyze profitability by evaluating income before taxes, net income and return on average equity.

Premiums Written. We use gross premiums written to measure our sales of reinsurance products. Gross premiums written also correlates to our ability to generate net premiums earned and, for certain products, fee

income. We target a net leverage ratio, as measured by net premiums written to shareholders' equity, of between approximately 1.2 to 1 and approximately 1.7 to 1 after a start-up period.

Loss Ratio. The loss ratio is the ratio of losses and loss adjustment expenses incurred to premiums earned and measures the underwriting profitability of our reinsurance business after the effect of any reinsurance. (In the case of IGI, the loss ratio is calculated using premiums earned net of commission expense incurred.) We target the pricing of our products to achieve a ratio of loss and loss adjustment expenses to net premiums earned of approximately 55.0% to 65.0% over time.

Underwriting Expense Ratio. The underwriting expense ratio is the ratio of ceding commission expenses and other underwriting expenses to premiums earned. The underwriting expense ratio measures our operational efficiency in producing, underwriting and administering our reinsurance business. We calculate our underwriting expense ratio on a gross basis (before the effect of ceded reinsurance) to measure our operational efficiency and on a net basis (after the effect of ceded reinsurance and related ceding commission income) to measure the effects on our consolidated income before income taxes. Ceding commission revenue is applied to reduce our gross underwriting expenses. We are currently targeting a ratio of underwriting expenses to net premiums earned of approximately 32.0% to 35.0%, but expect it to decline over time as third-party business increases.

Combined Ratio. We use the combined ratio to measure our underwriting performance. The combined ratio is the sum of the loss ratio and the underwriting expense ratio. We analyze the combined ratio on a gross (before the effect of reinsurance) and net basis (after the effect of reinsurance). If the combined ratio is at or above 100%, we are not underwriting profitably and will not be profitable unless investment income is sufficient to offset underwriting losses. We target the pricing of our products and management of our expenses to achieve a combined ratio of 95% or less over time.

Net Income and Return on Average Equity. We use net income to measure our profits and return on average equity to measure our effectiveness in utilizing our shareholders' equity to generate net income on a consolidated basis. In determining return on average equity for a given year, net income is divided by the average of shareholders' equity for that year. Our target for return on average equity is 15% or better.

Critical Accounting Policies

Our consolidated financial statements contain certain amounts that are inherently subjective in nature and require management to make assumptions and best estimates to determine the reported values. If factors such as those described under the section captioned "Risk Factors" in this prospectus cause actual events or results to differ materially from management's underlying assumptions or estimates, actual results may differ, perhaps substantially, from the estimates.

The critical accounting policies and estimates set forth below involve, among others, the reporting of premiums written and earned, reserves for losses and loss adjustment expenses (including reserves for losses that have occurred but have not been reported by the financial statement date), and the reporting of deferred acquisition costs and investments.

Premiums. Premiums written on assumed reinsurance are written primarily on a "policies attaching" basis (and are written on a "policies attaching" basis under our reinsurance agreement with a subsidiary of AmTrust) and cover losses which attach to the underlying insurance policies written during the terms of the contracts. Premiums earned on a "policies attaching" basis usually extend beyond the calendar year in which the reinsurance contract is written, typically resulting in recognition of premiums earned over a 24 month period; this is because most policies have a term of 12 months, and policies written with an effective date in December, for instance, are not fully earned until December of the following year. We may also assume premiums on contracts and policies written on a losses occurring basis, which cover losses that occur during the term of the contract or policy, typically 12 months, and the premium is earned evenly over the term. Extended warranty policies often have terms in excess of 12 months (such as 24 months) and the coverages thereunder may extend for some period after the scheduled policy expiration.

Assumed premiums written and ceded may include estimates based on information received from brokers and ceding companies and estimates made by management, and any subsequent differences arising on such

estimates are recorded in the periods in which they are determined. Premiums on our excess of loss reinsurance contracts are estimated by management when the business is underwritten. For such contracts, the minimum and deposit premium, as defined in the contract, is generally considered to be the best estimate of the contract's written premium at inception. Accordingly, this is the amount we generally expect to record as written premium in the period the underlying risks incept. As actual premiums are reported by brokers or ceding companies, management will evaluate the appropriateness of the premium estimate and any adjustment to this estimate will be recorded in the period in which it becomes known. Adjustments to original premium estimates could be material and such adjustments may directly and significantly impact earnings in the period they are determined because the subject premium may be fully or substantially earned.

Reinstatement premiums are written at the time a loss event occurs where coverage limits for the remaining life of the contract are reinstated under pre-defined contract terms and will be earned over the remaining risk period or immediately.

Losses and Loss Adjustment Expense Reserves. The reserves for losses and loss adjustment expenses include reserves for unpaid reported losses, known as case reserves, and losses incurred but not reported, to which we sometimes refer as IBNR. We record loss and loss adjustment expenses for reported claims based upon the amounts reported to us by the ceding company. We record IBNR based on an actuarial analysis for each type of business of the estimated losses we expect to incur for claims that have occurred under reinsurance policies whether these claims have been reported or not. These estimates are reviewed regularly, and such adjustments, if any, will be reflected in earnings in the period in which they become known and it is possible that these adjustments would have a significant impact on our earnings. Accordingly, ultimate losses and loss adjustment expenses may differ materially from the amounts recorded in the consolidated financial statements.

Inherent in the estimates of ultimate losses and loss adjustment expenses are expected trends in claim severity and frequency and other factors which may vary significantly as claims are settled. We plan to use statistical and actuarial methods to reasonably estimate ultimate expected losses and loss adjustment expenses. The period of time from the occurrence of a loss, the reporting of a loss to our company and the settlement of our liability may be several years. During this period, additional facts and trends may be revealed. As these factors become apparent, case reserves will be adjusted, sometimes requiring an increase in our overall reserves, including our IBNR reserves. Reserves for losses and loss adjustment expenses are also based in part upon the estimation of losses resulting from catastrophic events. Estimation of the losses and loss adjustment expenses resulting from catastrophic events is inherently difficult because of the possible severity of catastrophe claims, difficulties entering catastrophe hit areas to estimate claim amounts, and delays in receiving information about claims from program administrators or ceding companies. Therefore, we intend to utilize both proprietary and commercially available models, as well as historical reinsurance industry catastrophe claims experience, for purposes of evaluating and providing an estimate of ultimate claims costs.

Under U.S. GAAP, we are not permitted to establish loss reserves until the occurrence of an actual loss event. As a result, only loss reserves applicable to losses incurred up to the reporting date may be recorded, with no allowance for the provision of a contingency reserve to account for expected future losses. Losses arising from future events, which could be substantial, will be estimated and recognized at the time the loss is incurred.

AmTrust utilizes its own and industry-wide loss development factors in determining its estimate of ultimate losses. A "loss development factor" is a mathematical relationship between reported incurred losses related to policies written in a particular period at the end of the period and at designated periodic intervals. The predictive ability of loss development factors is subject to multiple interdependent factors, including claim severity, claim frequency, claim closure rates, consistent underwriting, inflation and legislatively and judicially imposed legal requirements. If these interdependent factors remain constant, losses incurred in 2007 should develop similarly to losses incurred in 2006 and prior years. However, due to the number of elements that impact loss development, estimates of ultimate losses are inherently uncertain.

On a quarterly basis, and in some cases more frequently, AmTrust reviews its reserves to determine whether they are consistent with actual results. In the event of a discrepancy, AmTrust would seek to determine the causes and would adjust the reserves accordingly. Adverse loss development, which means that losses are greater than the initial estimates, would have a negative impact on our financial position and results of operation.

AmTrust reports case reserves established for reported claims to us on a quarterly basis. The case reserves are based on the claims adjusters' evaluation of many factors, including:

- type of loss;
- severity of the injury or damage;
- age and occupation of the injured employee;
- anticipated permanent disability;
- expected medical procedures, costs and duration;
- present knowledge of the circumstances surrounding the claim;
- insurance policy provisions, including coverage related to the claim;

- jurisdiction of the occurrence; and
- other benefits defined by applicable statute.

AmTrust does not provide us with the entire claim file for each reported claim, but we are entitled to audit claims and have access to the information utilized by AmTrust to establish case reserves.

In addition, AmTrust, on a quarterly basis, provides us with the loss development information which it utilizes to establish its incurred but not reported reserves and ultimate losses.

For its workers' compensation business, AmTrust utilizes a combination of its incurred loss development factors and industry-wide loss development factors to generate a range within which it is reasonably likely that its ultimate loss and loss adjustment expenses will fall. AmTrust establishes the low end of the range by assigning a weight of 75% to ultimate losses obtained by application of its own loss development factor and 25% to ultimate losses developed through application of industry-wide loss development factors. The high end is established by assigning a weight of 50% each to ultimate losses developed through application of AmTrust's company specific loss development factor and industry-wide loss development factors. The determination to assign particular weights to ultimate losses developed through application of AmTrust's loss development factor and industry-wide loss development factors is made by AmTrust's actuary and is a matter of actuarial judgment. AmTrust believes that this method, which tracks the development of claims incurred in a particular time period, is the best method for projecting its ultimate liability for its workers' compensation segment.

Because of the different types of risks and coverage plans insured by AmTrust in its specialty risk and extended warranty segment, AmTrust utilizes several actuarial methodologies to determine its ultimate liability under such plans. The primary methodology AmTrust uses to project its ultimate liability is to project the number of future claims and to multiply that number by the average claims cost. The future number of claims is derived by applying to unexpired months on contracts issued pursuant to the subject coverage plans a selected ratio of the number of claims to unexpired months. The selected ratio is determined from a combination of:

- past experience of expired contracts under the same coverage plan;
- current experience of the earned portion of the in-force contracts; and
- past and/or current experience of similar types of coverage plans.

In order to confirm the validity of the ultimate losses derived through application of the average claim cost method, AmTrust also utilizes a loss ratio method. The loss ratio method entails the application of the projected ultimate loss ratio, which is based on historical experience, to the unearned portion of the premium.

If the loss ratio method indicates that the average claim cost method has not produced a credible result for a particular coverage plan, AmTrust will make a judgment as to the appropriate reserve for that coverage plan.

On a quarterly basis, AmTrust provides to us the actuarial analysis supporting its ultimate loss projections.

AmTrust establishes case reserves for commercial auto, general liability and workers' compensation claims in its specialty middle market segment in the same manner as it establishes case reserves for workers' compensation claims, which is based on the adjusters' evaluations of many factors. AmTrust establishes reserves for ultimate losses by application of loss development factors related to each specialty middle market program and industry-wide loss development factors.

We do not expect that it will be necessary for us to adjust the reserves that AmTrust reports to us. As a 40% quota share reinsurer of all of AmTrust's business, we are liable for 40% of AmTrust's ultimate net loss on exactly the same basis as AmTrust.

AmTrust reports ceded losses and reserves to us on a quarterly basis, within 30 days of the end of each calendar quarter. This time period enables us to review AmTrust's reports and to establish appropriate reserves in a timely manner.

Our claims staff will review the information received from AmTrust for accuracy and completeness. Our claims staff has the right to inspect at any reasonable time at the offices of AmTrust and its affiliates (or that of service providers), and are permitted to make and retain copies of, all papers, books, accounts, documents, claims files and other records relating to reinsurance agreement.

We will use a target loss method to set reserves and we plan to utilize our actuary to develop a range within which it is reasonably likely that our ultimate loss and loss adjustment expenses will fall. In addition, our actuary will review our reserves on a quarterly basis to determine whether they are consistent with our actual results and to assist in identifying the cause of any discrepancies.

Pursuant to our reinsurance agreement with AII, any dispute arising out of the interpretation, performance or breach of the agreement, including the formation or validity thereof, which cannot be resolved between us shall be submitted for decision to a panel of three arbitrators. We expect that all of our reinsurance agreements will include arbitration or other dispute resolution provisions.

In our review of case reserves and IBNR established by AmTrust, we will consider industry-wide data as we consider relevant. Although we expect to adopt AmTrust's ultimate loss projections, we would make adjustments if we deem actuarially appropriate based on our evaluation of projected loss development.

Deferred Acquisition Costs. We defer certain expenses that are directly related to and vary with producing reinsurance business, including ceding commission expense on gross premiums written, premium taxes and certain other costs related to the acquisition of reinsurance contracts. These costs are capitalized and the resulting asset, deferred acquisition costs, is amortized and charged to expense in future periods as gross premiums written are earned. The method followed in computing deferred acquisition costs limits the amount of such deferral to its estimated realizable value. The ultimate recoverability of deferred acquisition costs is dependent on the continued profitability of our reinsurance underwriting. If our underwriting ceases to be profitable, we may have

to write off a portion of our deferred acquisition costs, resulting in a further charge to income in the period in which the underwriting losses was recognized.

Reinsurance Accounting. Written premiums, earned premiums, incurred losses and loss adjustment expenses reflect the net effects of assumed and ceded reinsurance transactions. Reinsurance accounting is followed for assumed and ceded transactions when risk transfer requirements have been met. These requirements involve significant assumptions relating to the amount and timing of expected cash flows, as well as the interpretation of underlying contract terms.

Although we do not anticipate offering reinsurance contracts that do not meet risk transfer requirements, any reinsurance contracts that do not transfer significant insurance risk will be accounted for as deposits. These deposits will be accounted for as financing transactions, with interest expense credited to the contract deposit.

Investments. In accordance with our investment guidelines, our investments currently consist of high grade marketable fixed income securities and high-yield securities and are expected to include high grade marketable fixed income securities, high-yield securities and equity securities, including hedge funds. Through our asset management agreement with a subsidiary of AmTrust, we have access to AmTrust's extensive asset management experience. Over the long term, we plan to invest approximately 80-85% of our investments in high grade marketable fixed income securities, cash and cash equivalents, and approximately 15-20% in other securities which may include high-yield securities and equity securities. As a result of market conditions prevailing at a particular time, the allocation of our portfolio to various asset types may vary from these targets at times. Based on current interest rate levels, we target a yield of between 6.0 and 6.5% on our investments. We expect that our investment leverage (ratio of aggregate investments to shareholders' equity) will be approximately 2.0 to 1 over time. Investments we make in the ordinary course of business are classified as available for sale and carried at fair value as determined by the market price of each security as of the balance sheet date. Unrealized gains and losses on our investments are included in other comprehensive income and as a separate component of shareholders' equity. Realized gains and losses on sales of investments are determined on a specific identification basis. Investment income is recorded when earned and includes the amortization of premiums and discounts on investments.

We do not expect our investment portfolio to include options, warrants, swaps, collars or similar derivative instruments. In the event that we do make such investments, our investment policy guidelines provide that financial futures and options and foreign exchange contracts may not be used in a speculative manner, but may be used, subject to certain numerical limits, only as part of a defensive strategy to protect the market value of the portfolio. Also, our portfolio will not contain any direct investments in real estate or mortgage loans.

Impairment of Invested Assets. We will review our investment portfolio for impairment on a quarterly basis. Impairment of investment securities results in a charge to operations when a market decline below cost is deemed to be other-than-temporary. We will focus our attention on those securities whose fair value is less than amortized cost or cost, as appropriate. In evaluating potential impairment, we will consider, among other criteria: the current fair value compared to amortized cost or cost, as appropriate; the length of time the security's fair value has been below amortized cost or cost; our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in value; specific credit issues related to the issuer; and current economic conditions.

Intangible Assets and Potential Impairment. If we make any acquisitions, the costs of a group of assets acquired will be allocated to the individual assets including identifiable intangible assets based on their relative fair values. Identifiable intangible assets with a finite useful life are expected to be amortized over the period which the asset is expected to contribute directly or indirectly to our future cash flows. Identifiable intangible assets with finite useful lives will be tested for recoverability whenever events or changes in circumstances indicate that a carrying amount may not be recoverable. An impairment loss will be recognized if the carrying value of an intangible asset is not recoverable and its carrying amount exceeds its fair value. Significant changes in the factors we will consider when evaluating our intangible assets for impairment losses could result in a significant change in impairment losses reported in our consolidated financial statements.

Deferred Taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable 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 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 effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Unpaid Losses and Loss Adjustment Expenses Recoverable. Ceded losses recoverable from reinsurers are estimated using techniques and assumptions consistent with those used in estimating the liability for losses and loss adjustment expenses, and represent management's best estimate of such amounts. However, as changes in the estimated ultimate liability for losses and loss adjustment expenses are determined, the estimated ultimate amount recoverable from reinsurers will also change. Accordingly, the ultimate recoverable

could be significantly in excess of or less than the amount indicated in the consolidated financial statements, and adjustments to these estimates are reflected in current operations.

Liquidity and Capital Resources

Substantially all of our operations are conducted by Maiden Insurance. Accordingly, we will have continuing cash needs for administrative expenses, the payment of principal and interest on any future borrowings and taxes. Funds to meet these obligations will come primarily from dividend payments from Maiden Insurance. There are restrictions on the payment of dividends by Maiden

Insurance which are described in more detail under the sections captioned “Risk Factors — Our holding company structure and certain regulatory and other constraints affect our ability to pay dividends and make other payments” and “Regulation — Regulation of Maiden Insurance — Minimum Solvency Margin and Restrictions on Dividends and Distributions.”

Our Liquidity Requirements

Our principal consolidated cash requirements are net cash settlements under our reinsurance agreement, payment of losses and loss adjustment expenses, ceding commissions to insurance companies including AmTrust, excise taxes, operating expenses and dividends to our shareholders and debt service, if any. Our board of directors currently intends to authorize the payment of a cash dividend of $0.025 per common share each quarter. See “Dividend Policy.” Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon our results of operations and cash flows, our financial position and capital requirements, general business conditions, legal, tax, regulatory, rating agency and any contractual restrictions on the payment of dividends and any other factors our board of directors deems relevant, including Bermuda legal and regulatory constraints.

Sources of Cash

Our sources of cash principally consist of the net proceeds from our private offering, assumed premiums collected (including the amounts transferred to us in connection with the cession of 40% of AmTrust’s unearned premium reserve effective as of July 1, 2007, which amounts are expected to be approximately $125 million), net cash settlements under our reinsurance agreement, fee income for services provided, investment income and proceeds from sales and redemptions of investments. We may also enter into a credit facility with a syndicate of lenders and we expect to use any such facility for general corporate purposes, working capital requirements and issuances of letters of credit. We believe that any credit facility would require compliance with financial covenants, such as a leverage ratio, a consolidated tangible net worth ratio and maintenance of ratings. Any credit facility would likely contain additional covenants that restrict the activities of Maiden Insurance, such as the incurrence of additional indebtedness and liens and the payment of dividends and other payments. We currently have no commitment from any lender with respect to a credit facility. We cannot assure you that we will be able to obtain a credit facility on terms acceptable to us.

Restrictions on Dividend Payments from our Operating Subsidiaries

Bermuda legislation imposes limitations on the dividends that Maiden Insurance may pay. As a regulated insurance company in Bermuda, Maiden Insurance is required under the Insurance Act to maintain a specified solvency margin and a minimum liquidity ratio and will be prohibited from declaring or paying any dividends if doing so would cause Maiden Insurance to fail to meet its solvency margin and its minimum liquidity ratio. Under the Insurance Act, Maiden Insurance may not declare or pay dividends without the approval of the BMA if Maiden Insurance failed to meet its solvency margin and minimum liquidity ratio on the last day of the previous fiscal year. Under the Insurance Act, Maiden Insurance is prohibited, without the approval of the BMA, from reducing by 15% or more its total statutory capital as set forth on its financial statements for the previous year. In addition, under the Companies Act, Maiden Insurance may not declare or pay a dividend, or make a distribution from contributed surplus, if there are reasonable grounds for believing that it is, or would after the payment be, unable to pay its liabilities as they become due, or the realizable value of its assets would be less than the aggregate of its liabilities and its issued share capital and share premium accounts. Currently, Maiden Insurance is able to pay us dividends in an amount in excess of $70 million.

Reinsurance Security Trust Accounts and Other Collateral

Generally, under U.S. state insurance laws, a ceding company is not permitted to take credit for reinsurance in its statutory financial statements (meaning that it is not permitted to reduce its liabilities in such

financial statements by the amount of losses ceded to a reinsurer) unless the reinsurer is accredited, licensed or otherwise approved by the insurance regulator in the ceding company’s state of domicile or provides collateral to secure its obligations to the ceding company under the reinsurance agreement. Acceptable collateral for these purposes can take a number of forms, including a “funds withheld” account (in which the ceding company retains control of the funds representing premiums transferred to the reinsurer and deducts ceded losses from such funds), letters of credit or a trust account established for the benefit of the ceding company (often called a “Regulation 114 trust”). We expect that Maiden Insurance will not be an accredited, licensed or otherwise approved reinsurer in any U.S. state and that it will establish Regulation 114 trusts for the benefit of its ceding companies domiciled in the United States. A Regulation 114 trust must be funded with cash or high-quality instruments in an amount equal to at least 102% of the reinsurer’s obligations to the ceding company in order for the ceding company to receive credit on its statutory financial statements.

Further, Maiden Insurance has agreed to collateralize its obligations under its reinsurance agreement with AII by one or more of the following methods, at the election of Maiden Insurance:

- by lending assets to AII pursuant to a loan agreement between Maiden Insurance and AII, with such assets being deposited by AII into the Regulation 114 trusts established or to be established by AII for the sole benefit of AmTrust’s U.S. insurance subsidiaries pursuant to the reinsurance agreements between AII and those AmTrust subsidiaries;
- by transferring to AII assets for deposit into those Regulation 114 trusts;
- by delivering letters of credit to the applicable AmTrust U.S. insurance subsidiaries on behalf of AII; or
- by requesting that AII cause such AmTrust U.S. insurance subsidiaries to withhold premiums otherwise payable to Maiden Insurance through AII.

As a result of our planned use of Regulation 114 trusts accounts, a substantial portion of our assets, including a disproportionate share of our higher-quality fixed-income investments, will not be available to us for other uses, which will reduce our financial flexibility. See “Regulation — United States Regulation — Credit for Reinsurance.”

Exposures to Market Risk

Quantitative and Qualitative Disclosures about Market Risk

Market risk is the risk that we will incur losses in our investments due to adverse changes in market rates and prices. Market risk is directly influenced by the volatility and liquidity in the market in which the related underlying assets are invested. We believe that we are principally exposed to three types of market risk: changes in interest rates, changes in credit quality of issuers of investment securities and reinsurers, and changes in equity prices.

Interest Rate Risk

Interest rate risk is the risk that we may incur economic losses due to adverse changes in interest rates. The primary market risk to the investment portfolio is interest rate risk associated with investments in fixed maturity securities. Fluctuations in interest rates have a direct impact on the market valuation of these securities.

Credit Risk

In providing reinsurance, we will have premiums receivable subject to credit risk of the ceding company. Our credit risk results from the insureds' potential inability to meet its premium obligations.

We also are exposed to credit risk on our investment portfolio. Our credit risk is the potential loss in market value resulting from adverse change in the borrower's ability to repay its obligations. Our investment objectives are to preserve capital, generate investment income and maintain adequate liquidity for the payment of claims and debt service, if any. We seek to achieve these goals by investing in a diversified portfolio of securities. We manage credit risk through regular review and analysis of the creditworthiness of all investments and potential investments.

If we retrocede business to other reinsurers, we will have reinsurance recoverables subject to credit risk. To mitigate the risk of these counterparties' nonpayment of amounts due, we will establish business and financial standards for reinsurer approval, incorporating ratings and outlook by major rating agencies and considering then-current market information. Further, we are subject to the credit risk that AII and/or AmTrust will fail to perform their obligations to pay interest on and repay principal of amounts loaned to AII pursuant to its loan agreement with Maiden Insurance, and to reimburse Maiden Insurance for any assets or other collateral of Maiden that AmTrust's U.S. insurance company subsidiaries apply or retain, and income on those assets.

Equity Risk

Equity risk is the risk that we may incur economic losses due to adverse changes in equity prices. Our exposure to changes in equity prices primarily result from our holdings of common stocks and other equities. Our portfolio of equity securities will be carried on the balance sheet at fair value.

Portfolio characteristics are analyzed regularly and market risk will be actively managed through a variety of modeling techniques. We expect that our equity holdings will be diversified across industries, as concentrations in any one company or industry are limited by parameters established by senior management.

Inflation

Property and casualty insurance premiums are established before the primary insurer knows the amount of losses and loss adjustment expenses or the extent to which inflation may affect such amounts. We attempt to anticipate the potential impact of inflation in establishing our reserves, especially as it relates to medical and hospital rates where historical inflation rates have exceeded the general level of inflation. Inflation in excess of the levels we have assumed could cause loss and loss adjustment expenses to be higher than we anticipated, which would require us to increase reserves and reduce earnings.

Substantial future increases in inflation could also result in future increases in interest rates, which in turn are likely to result in a decline in the market value of the investment portfolio and produce unrealized losses.

Contractual Obligations

As of June 30, 2007, we have contractual obligations that are summarized in the following table:

	Total	Less Than 1 Year	1-3 Years	4-5 Years	More Than 5 Years
Long-term debt	—	—	—	—	—
Capital leases	—	—	—	—	—
Operating leases	$ —	$ —	$ —	—	—
Purchase Obligations	—	—	—	—	—
Any other long-term liabilities	—	—	—	—	—
Total	$ —	$ —	$ —	—	—

On August 1, 2007, we entered into a one year lease for a facility in Bermuda with a monthly rent of $12,000. On September 1, 2007, we entered into a two year lease for a facility in Bermuda with a monthly rent of $4,000.

Results of Operations for the Period from June 14, 2007 through June 30, 2007

During the period from June 14, 2007 through June 30, 2007, we earned $59,000 in interest income.

Off-Balance Sheet Transactions

We have no off-balance sheet arrangements or transactions with unconsolidated, special purpose entities.

INDUSTRY BACKGROUND

Overview

The property and casualty industry historically has been cyclical. When excess underwriting capacity exists, increased competition generally results in lower pricing and less favorable policy terms and conditions for insurers and reinsurers. As underwriting capacity contracts, pricing and policy terms and conditions generally become more favorable for insurers and reinsurers. In the past, underwriting capacity has been impacted by several factors, including catastrophes, industry losses, recognition of reserve deficiencies, changes in the law and regulatory environments, investment returns and the ratings and financial strength of competitors.

According to A.M. Best, the aggregate combined ratio for the property and casualty industry was 92% in 2006 — the lowest combined ratio that the industry has experienced since 1993. This underwriting profit is partly due to the absence of major catastrophes in the United States in 2006. The combination of the low level of catastrophes in the U.S., capital raised by insurance and reinsurance companies and significant underwriting profits in 2006 could potentially impact the general pricing environment going forward.

Industry Overview

Workers' Compensation Insurance

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. While some employers elect to self-insure workers' compensation risks, most employers purchase workers' compensation insurance. The principal concept underlying workers' compensation laws is that employees injured in the course and scope of their employment have only the legal remedies available under workers' compensation laws and do not have any other recourse against their employer. An employer's obligation to pay workers' compensation does not depend on any negligence or wrongdoing on the part of the employer and exists even for injuries that result from the negligence or fault of another person, a co-employee or, in most instances, the injured employee. Workers' compensation laws vary by state.

Workers' compensation insurance policies generally provide that the insurance carrier will pay all benefits that the insured employer may become obligated to pay under applicable workers' compensation laws. Each state has a regulatory and adjudicatory system that quantifies the level of wage replacement to be paid, determines the level of medical care required to be provided and the cost of permanent impairment and specifies the options in selecting medical providers available to the injured employee or the employer. These state laws generally require two types of benefits for injured employees: (i) medical benefits, which include expenses related to diagnosis and treatment of the injury, as well as any required rehabilitation, and (ii) 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 purchase workers' compensation insurance or, if permitted by state law, self-insure. Employers may purchase workers' compensation insurance from a private insurance carrier, a state-sanctioned assigned risk pool or a self-insurance fund, which is an entity that allows employers to obtain workers' compensation coverage on a pooled basis, typically subjecting each employer to joint and several liability for the entire fund.

We believe the challenges faced by the workers' compensation industry over the past decade have created significant opportunity for workers' compensation insurers to increase the amount of business that they write. According to the National Council on Compensation Insurance, workers' compensation insurance industry calendar year combined ratios, which had reached 122% in 2001, declined to 96.5% in 2006 as a result of premium rate increases and declines in claim frequency. As a result of the opportunity arising from these trends, the workers' compensation market recently has become more competitive and price competition is increasing.

Specialty Risk and Extended Warranty

Extended warranty and accidental damage plans offered by manufacturers, service providers, retailers and third-party administrators provide coverage to purchasers of the subject consumer or commercial goods or other property against mechanical failure, accidental damage and other specified risks. These plans supplement basic manufacturer's warranties by providing coverage for a defined time period after the expiration of the

basic warranty, additional types of losses, or both. In some instances, the manufacturer, service provider or retailer offers its extended warranty or accidental damage plans directly to its customers. In others, the manufacturer, service provider or retailer partners with a third-party administrator which offers the plans to users of the covered goods.

A plan may consist of a service contract setting forth the terms of the extended warranty, accidental damage or other coverage, issued by the plan provider (the manufacturer, service provider, retailer or third-party administrator) or an insurance policy or insurance certificate issued by the plan provider on behalf of an insurer (often at the point of sale of the covered product). In the former case, the plan provider often seeks to mitigate its risk of loss through the purchase of contractual liability insurance. In a typical plan, the plan provider or insurer assumes the risk of mechanical failure, accidental damage or other covered losses in exchange for the payment of a fee or premium. If the plan provider is not an insurer, the plan provider typically remits part of the service contract fee to the contractual liability insurer as premium.

Specialty Middle-Market Property and Casualty

The specialty middle-market property and casualty market generally covers relatively homogeneous, narrowly defined segments of primary commercial property and casualty insurance, which requires in-depth knowledge of the industry segment and underwriting expertise. Underwriting often entails customized coverage, loss control and claims services as well as risk sharing mechanisms. Competition in this segment is based primarily on client service, availability of insurance capacity, specialized policy

forms, efficient claims handling and other value-based considerations, rather than price. In some instances, initial underwriting and claims functions are outsourced to specialized general agents and third-party administrators.

Agents or insureds typically participate in underwriting results, through a variety of structures, such as captive insurance, risk retention groups and profit-based commissions, which are designed to provide greater stability in premium costs and control over insurance expenses for the insurance companies writing this risk.

The Bermuda Insurance Market

According to Conning Research, over the past 15 years, Bermuda has become one of the world's leading insurance and reinsurance markets. Bermuda provides a favorable tax environment and its regulatory regime affords significant flexibility to those companies that meet specified solvency and liquidity requirements. A Bermuda domicile creates an attractive platform for insurance and reinsurance companies and permits these companies to commence operations quickly, to respond rapidly to changes in market conditions and to expand as business warrants. Additionally, a Bermuda underwriting location provides us with a particular advantage in underwriting because reinsurers are free of many U.S. regulations and there are no limitations upon the use of coverage restrictions. Accordingly, our underwriters can use appropriate exclusions, terms and conditions to eliminate particular risks or exposures that are deemed to be significant.

According to the Bermuda Insurance Quarterly dated April 2007, Bermuda's position in the insurance and reinsurance markets solidified after the events of September 11, 2001 and the 2005 hurricane season. According to Conning Research, nearly $25 billion of new capital was raised globally by insurance and reinsurance companies from Hurricane Katrina through July 31, 2006, and Benfield, a major reinsurance broker, indicates that $18 billion, or 75%, was invested in the insurance and reinsurance sector in Bermuda. A significant portion of the capital invested in Bermuda was used to fund Bermuda-based start-up insurance and reinsurance companies, not just existing reinsurers.

Most Bermuda-domiciled insurance and reinsurance companies have pursued business diversification and international expansion. Many of these companies, which were established as mono-line specialist underwriters, have since diversified their operations, either across property and liability lines, into new international markets, or through a combination of both of these methods to achieve long-term growth and better risk exposure. Bermuda is now recognized as one of the leading insurance and reinsurance markets, currently serving as the headquarters for an increasing number of global insurance and reinsurance companies.

There are a number of other factors that have made Bermuda the venue of choice for us and other new property and casualty companies over the last several years, including:

- a favorable regulatory and tax environment, which affords significant flexibility to companies meeting certain solvency and liquidity requirements;
- recognition as a highly reputable business center that provides excellent professional and other business services;
- a well-developed insurance industry with a strong network of brokers;
- a well-developed captive insurance industry;
- ease of access to global insurance and reinsurance markets; and
- political and economic stability.

One effect of the considerable expansion of the Bermuda insurance market is a growing demand for the limited number of trained underwriting and professional staff in Bermuda. Many companies have addressed this issue by importing appropriately trained employees into Bermuda. The increasing constraints in this area may create difficulties for new companies such as ours seeking to enter the Bermuda insurance market.

BUSINESS

While we intend to operate our business as described in this prospectus, we are a new company with a very limited operating history. As a result of our experience, changes in market conditions and other factors outside our control, we may alter our anticipated methods of conducting our business, such as the nature, amount and types of risks we assume and the terms and limits of the products we intend to write.

Overview

We are a new Bermuda holding company formed in June of 2007 to provide reinsurance solutions, products and services to U.S. and European insurance companies which specialize in products offering coverage at low limits or insuring risks which are believed to be low hazard, predictable and generally not susceptible to catastrophe claims. Our founding shareholders, Michael Karfunkel, George Karfunkel and Barry Zyskind (the "Founding Shareholders"), are the majority shareholders and, respectively, the Chairman of the Board of Directors, a Director and the Chief Executive Officer of AmTrust (NASDAQ:AFSI), a multinational insurance holding company which specializes in such risks. We were formed to take advantage of the opportunity to partner with AmTrust and opportunities to partner with insurers, like AmTrust, that focus on specialty insurance markets in which they have developed expertise. We intend to provide innovative reinsurance business solutions for such insurance companies, to enable them to improve their capacity and ability to deliver and market their products and services.

We project that a substantial amount of our reinsurance business during the initial years of our operation will be derived from AmTrust while we gradually develop business opportunities from other sources. We entered into a quota share reinsurance agreement with AII, which reinsures AmTrust's insurance company subsidiaries. We also entered into a master agreement with AmTrust, pursuant to which we agreed to cause Maiden Insurance and AmTrust agreed to cause its insurance company subsidiaries, through AII, effective as of July 1, 2007, to reinsure 40% of the written premium (net of commissions, in the case of AmTrust's UK subsidiary), net of reinsurance with unaffiliated reinsurers, on the existing lines of business and, possibly, future lines of business of AmTrust's insurance company subsidiaries. We pay AmTrust a ceding commission which is intended to cover AmTrust's acquisition costs, and a brokerage commission equal to 1.25% of all premiums we reinsure from AmTrust. The ceding commission rate is initially 31% of ceded premium and may be adjusted every six months beginning on the first anniversary of the effective date of the reinsurance agreement and every six months thereafter, based on the net loss ratio of all business ceded under the quota share reinsurance agreement from the effective date through the date that is six months prior to the adjustment date. The 31% ceding commission rate will increase by 0.5% for every 1.0% decline in the net loss ratio below 60% up to a maximum ceding commission of 32%, and will decrease by 0.5% for every 1.0% increase in the net loss ratio above 60%, subject to a minimum ceding commission of 30%. We also assumed, effective as of July 1, 2007, 40% of AmTrust's unearned premium reserve, which we expect to result in a transfer to us of approximately $125 million. The quota share reinsurance agreement has a three year term and will be extended for further terms of three years unless either party elects not to renew. The agreement is subject to early termination in certain events, including AmTrust's right to terminate if Maiden Insurance's A.M. Best rating is reduced below its current rating of "A-." We and AmTrust believe that the quota share reinsurance agreement helps align AmTrust's interests with ours in fostering the success of our company.

AmTrust primarily underwrites coverage in three market segments: workers' compensation for small businesses (average premium less than $5,000 per policy) in the United States; specialty risk and extended warranty coverage for consumer and commercial goods and custom designed coverages, such as accidental damage plans and payment protection plans offered in connection with the sale of consumer and commercial goods, in the United Kingdom, certain other European Union countries and the United States; and specialty middle-market property and casualty insurance, which consists of workers' compensation, commercial auto, and general liability programs for policyholders in discrete industry segments that generally are underwritten by managing general agents with expertise in those segments.

AmTrust has achieved profitable growth and favorable returns on equity through its focus on specialty insurance markets in which it has underwriting, risk management and claims handling expertise and through the development of proprietary applications and efficient technology information systems for underwriting new business, processing claims and monitoring the performance of its business. AmTrust's business has grown

substantially since 2002 when its annual gross premiums were $27.5 million. AmTrust's annual gross premiums written in 2006, 2005 and 2004 were $526.1 million, $286.1 million and $210.9 million, respectively.

For 2006, 2005 and 2004, AmTrust achieved net loss ratios of 63.9%, 65.7% and 65.0%, respectively. The table below sets forth the net loss ratios for each of AmTrust's segments in 2006, 2005 and 2004.

	Year Ended December 31,		
	2006	2005	2004
Segment			
Small Business Workers' Compensation	60.1 %	65.0 %	63.3 %
Specialty Risk and Extended Warranty	77.8 %	68.1 %	72.3 %
Specialty Middle-Market Property and Casualty	62.8 %	N/A	N/A

We believe that our relationship with AmTrust should enable us to achieve profitable growth in our first years of operations, since the AmTrust business we are assuming has historically been profitable and grown substantially over the last few years.

We also plan to pursue opportunities to reinsure insurance companies, which, like AmTrust, specialize in workers' compensation for small businesses in low and medium hazard classes, commercial property and casualty program business for discrete industry segments which are underwritten by general agents with proven expertise and extended warranty and specialty risk programs which are characterized by low coverage limits and high volume. We believe we can attract small and medium-sized insurance companies which require additional capacity. In addition, we believe that we will be able to offer our prospective reinsureds expertise in underwriting and administering specialty property and casualty business, to our mutual benefit.

Maiden Insurance has received a financial strength rating of "A-" (Excellent) from A.M. Best, which is the fourth highest of fifteen rating levels. A rating from A.M. Best indicates A.M. Best's opinion of our financial strength and ability to meet ongoing obligations to our future policyholders.

The maintenance of the assigned rating will depend upon a number of factors including Maiden Insurance operating substantially as our management has represented to A.M. Best. A.M. Best formally evaluates its financial strength ratings of insurance companies at least once every twelve months and monitors the performance of rated companies throughout the year.

Our Founding Shareholders

In connection with our formation and capitalization prior to the private offering we issued our Founding Shareholders 7,800,000 common shares in exchange for an investment of $50 million in us. The common shares held by our Founding Shareholders currently represent 13.1% of our outstanding common shares. In connection with our formation and capitalization, we also issued 10-year warrants to our Founding Shareholders to purchase an additional 4,050,000 common shares at an exercise price of $10.00 per share, which shares currently represent 6.4% of our common shares outstanding assuming the exercise of all outstanding warrants. The shares held by our Founding Shareholders, together with the shares issuable upon exercise of our Founding Shareholders' warrants, currently represent 18.6% of our outstanding common shares assuming the exercise of all outstanding warrants. For a description of the terms of our Founding Shareholders' warrants, please see "Certain Relationships and Related Transactions — Founding Shareholders and Related Agreements."

Relationships with AmTrust

Maiden Insurance has entered into a quota share reinsurance agreement (the "Reinsurance Agreement") with AmTrust's Bermuda reinsurance subsidiary, AmTrust International Insurance Ltd. ("AII"). AII reinsures all of AmTrust's insurance company subsidiaries (the "AmTrust Ceding Insurers"). The AmTrust Ceding Insurers are RIC, TIC, WIC, AIU, IGI, AIIC and any other insurance company in which AmTrust acquires a majority interest from time to time in the future.

Pursuant to the Reinsurance Agreement, commencing as of 12:01 a.m. on July 1, 2007 (the "Effective Time"), Maiden Insurance reinsures, through AII, 40% of all Ultimate Net Loss each such AmTrust Ceding Insurer incurs as a result of risks attaching during the term of the Reinsurance Agreement under all of their

respective workers' compensation, specialty middle-market property and casualty (consisting of workers' compensation, general liability, commercial property, commercial automobile liability and auto physical damage insurance placed through program underwriting agents), specialty risk and extended warranty policies in-force during the term of the Reinsurance Agreement (the "Policies"). The lines of insurance included in the Policies are the only kinds of insurance that the AmTrust Ceding Insurers currently write. Maiden Insurance's maximum liability in respect of a single reinsured loss under a Policy (other than any loss adjustment expenses, extra-contractual obligations or loss in excess of policy limits attributable thereto) shall not exceed $2,000,000. "Ultimate Net Loss" means the sum actually paid or to be paid by an AmTrust Ceding Insurer in settlement of losses for which it is liable, after making deductions for all unaffiliated inuring reinsurance, whether collectible or not, and all other recoveries, and shall include loss adjustment expenses, extra-contractual obligations and loss in excess of policy limits.

Pursuant to the Reinsurance Agreement, AII will transfer to Maiden Insurance on or before October 31, 2007 an amount equal to 40% of the portion of the direct premiums attributable to the Policies that was unearned as of the Effective Time. In addition, for the term of the Reinsurance Agreement, Maiden Insurance will be entitled to receive reinsurance premium in an amount equal to 40% of the AmTrust Ceding Insurers' gross written premiums in respect of business covered under the Reinsurance Agreement, net of the cost of unaffiliated inuring reinsurance, and, in the case of IGI, the cost of commissions paid to producers (the "Subject Premium").

Maiden Insurance pays AII a ceding commission. The ceding commission rate is initially 31% of the ceded Subject Premium and may be adjusted every six months beginning on the first anniversary of the Effective Time and every six months thereafter, based on the net loss ratio of all business ceded under the Reinsurance Agreement from the Effective Time through the date that is six months prior to the adjustment date. The 31% ceding commission rate will increase by 0.5% for every 1.0% decline in the net loss ratio below 60% up to a maximum ceding commission of 32%, and will decrease by 0.5% for every 1.0% increase in the net loss ratio above 60%, subject to a minimum ceding commission of 30%. AII has agreed that the ceding commission includes provision for all commissions, taxes, assessments (other than assessments based on losses), and all other expenses of whatever nature, except loss adjustment expenses.

AmTrust has agreed that, if the AmTrust Ceding Insurers elect to write lines of insurance other than the Policies, AII must offer Maiden Insurance, through the Reinsurance Agreement, the opportunity to reinsure such policies pursuant to the Reinsurance Agreement.

AmTrust has advised us that we may have an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms. The "working layer" of AmTrust's excess of loss reinsurance program is the layer immediately above AmTrust's retention. At present, the working layer is $9 million of losses and loss adjustment expenses per occurrence in excess of AmTrust's $1 million per occurrence retention. Midwest Employers Casualty Insurance Company presently is the sole working layer reinsurer. The current working layer reinsurance contract is scheduled to expire on January 1, 2008. If we submit a proposal to AmTrust to provide excess reinsurance for its working layer or higher layers, AmTrust has agreed to consider such proposal in its discretion.

In addition to the Reinsurance Agreement, we entered into an asset management agreement with AIIM, a subsidiary of AmTrust, by which AIIM provides investment management services for an annual fee equal to 0.35% of average invested assets plus all costs incurred, except that this fee is not charged with respect to any assets invested in a hedge fund for which AmTrust or an affiliate earns a management fee or other compensation. The asset management agreement has an initial term of one year and is automatically renewable for additional one-year terms unless either party elects not to renew. AmTrust manages assets in excess of $1 billion for its insurance company subsidiaries as of August 25, 2007. The asset management agreement enables us to take advantage of AmTrust's asset management expertise in a cost-effective manner.

In addition, Maiden Insurance pays to AII Reinsurance Broker Ltd., a Bermuda affiliate of the AmTrust Ceding Insurers, pursuant to a reinsurance brokerage agreement between those parties, a brokerage fee equal to 1.25% of the premium reinsured from AmTrust. The brokerage fee is payable in consideration of AII Reinsurance Broker Ltd.'s brokerage services.

Our Chief Executive Officer, Max G. Caviet, is currently an AmTrust executive, and the Senior Vice President and Chief Underwriting Officer of Maiden Insurance, Joseph Gaito, and our Chief Operating Officer and General Counsel, Ben Turin, are former employees of AmTrust. Mr. Caviet is expected to become a full-time employee following a transition period which will not extend beyond December 31, 2007.

We have entered into employment agreements with Messrs. Caviet, Turin, Gaito and Tait, and the agreements with Messrs. Caviet and Turin are provisional with a term not extending beyond December 31, 2007 until we can negotiate definitive employment agreements with them. If we are unable to reach a definitive agreement with Mr. Caviet before December 31, 2007, we

will lose his services and he will remain in his positions at AmTrust on a full-time basis. If we are unable to reach a definitive agreement with Mr. Turin, he will remain in his position with our Company and his provisional agreement will be extended until June 30, 2008. We expect that, while Mr. Caviet will not devote all of his time to the Company, he will devote sufficient time to the Company to start up its business while transferring his duties at AmTrust to others and maintaining the business relationships which we expect to benefit both companies.

We and AmTrust anticipate that AmTrust will often be in the position to refer us business from third parties, which it is unable to underwrite due to conflicts or for other reasons and which will be underwritten by other carriers and reinsured by us.

From time to time, we and AmTrust may both be presented with opportunities to insure, reinsure or acquire the same book of business. Because of the overlaps between our and AmTrust's shareholders and management, we and AmTrust have agreed that in such cases each company will refer the opportunities to a committee of its independent directors to decide whether that company wishes to pursue the opportunity.

For additional information on our relationships with AmTrust, see "Certain Relationships and Related Transactions."

Market Opportunities and Industry Trends

We believe that insurance companies that underwrite specialty property and casualty products, such as workers' compensation for employers in specific low and medium hazard classes, commercial property and casualty programs for businesses in discrete industry segments, and extended warranty and other specialty programs often do not receive appropriate consideration from reinsurers for their expertise, the risk profile of their insureds, and the distinctions between their specialty products and general insurance products. This is particularly true for small insurance companies. We believe that the lack of reinsurance sources with expertise in specialty property and casualty business is one of the key restraints on the growth of specialty business and, in some cases, of the insurers that underwrite it.

Given our senior management's expertise and established track record in underwriting primary specialty property and casualty business, we believe we are well placed to identify opportunities with insurance companies that write such business and to offer them reinsurance solutions that will enhance their profitability.

Business Strategy

In order to capitalize on our strategic relationship with AmTrust and the market opportunities we have identified in the specialty property and casualty insurance company sector, we are pursuing the following business strategies:

- *Rely on AmTrust as an Initial Principal Production Source*. Currently, we derive all of our business from our quota share reinsurance agreement with AII. The agreements we entered into with AmTrust provide that Maiden Insurance will reinsure 40% of the insurance underwritten by AmTrust's current and hereafter acquired insurance companies. We project that a substantial amount of our reinsurance business during the initial years of our operation will be derived from AmTrust while we gradually develop business opportunities from other distribution sources.
- *Deliver Reinsurance Solutions to Insurance Companies*. We plan to provide quota share and excess of loss reinsurance and other reinsurance solutions primarily to U.S. and European insurance companies that underwrite specialty property and casualty business, particularly small insurance companies that underwrite such business and that could benefit from the additional underwriting capacity provided by reinsurance to expand their operations. We believe our management team's significant prior

operating experience and extensive relationships with program administrators, general agents, reinsurance companies and intermediaries will provide significant opportunities to expand our reinsurance clients beyond AmTrust.

- *Strategic Acquisitions*. As we grow we will seek to augment our organic growth with strategic acquisitions of other reinsurers and attractive books of business where it will be accretive to our core business strategy. Our management team is experienced in reviewing potential acquisition candidates and in executing successful acquisitions and integrations.

Competitive Strengths

We believe we have the following competitive strengths, which should position us to underwrite business profitably:

- *Access to Profitable Book of Business from AmTrust*. Pursuant to our quota share reinsurance agreement with a subsidiary of AmTrust, we reinsure 40% of all the insurance business (net of reinsurance with unaffiliated reinsurers) of the types that AmTrust currently writes. AmTrust generated a weighted average net loss ratio of 64.7% for the three years ended December 31, 2006. The loss ratio is a measure of the profitability of an insurance or reinsurance company's underwriting operations. It represents a company's total expenses for losses and loss adjustment expenses (the costs incurred to investigate, adjust and defend claims) incurred as a percentage of total premiums earned. The net loss ratio is the loss ratio calculated after taking into account the effect of any reinsurance.
- *Bermuda-Based Operations*. We expect that our Bermuda-based operations will allow us to access reinsurance clients who are increasingly seeking Bermuda-based capacity to meet their reinsurance needs, as well as to access Bermuda's well-developed network of reinsurance brokers. We believe that we will also benefit from Bermuda's pool of experienced professionals with significant reinsurance expertise and Bermuda's favorable regulatory environment that allows for the development and sale of innovative business solutions and cost-effective reinsurance products.
- *Strong Market Relationships*. We intend to market our reinsurance products principally through our management's industry contacts and through independent reinsurance intermediaries. We believe that our senior management team's significant prior operating experience and extensive industry relationships with program administrators, general agents, reinsurance companies and intermediaries, including a significant number of Lloyd's syndicates and brokers, should allow us to establish our presence in the reinsurance markets.

- *New Insurance Company*. As a recently formed company, we are unencumbered by historical liability exposures currently affecting competitors, including claims relating to asbestos and environmental remediation and other mass torts.
- *Access to Professional Asset Management through AmTrust*. AmTrust's investment management team has a proven track record of managing its asset portfolio, which includes equities and fixed income securities. Our asset management agreement with AII Insurance Management Limited ("AIIM"), a subsidiary of AmTrust, enables us to benefit from this experience.
- *Experienced Management with Knowledge of Primary Insurance Companies and Products*. We have assembled a senior management team with extensive experience in underwriting specialty property and casualty business, including workers' compensation for small employers, workers' compensation, commercial automobile and commercial general liability programs for businesses in discrete industry segments and extended warranty and specialty risk business with low coverage limits and high volumes. Additionally, Barry D. Zyskind, our non-executive Chairman of the Board, who also serves as the President and Chief Executive Officer of AmTrust, has a proven track record of developing insurance, service and capital solutions for AmTrust and brings his industry experience to his role as our Chairman. See "Management."

Selected Consolidated Financial Information of AmTrust

The following table sets forth certain financial information of AmTrust, which has been extracted from the following public filings of AmTrust with the SEC: (1) the annual report on Form 10-K for the year ended December 31, 2006 of AmTrust; (2) the quarterly report on Form 10-Q for the quarter ended March 31, 2007 of AmTrust; and (3) the quarterly report on Form 10-Q for the quarter ended June 30, 2007 of AmTrust. These historical results are not necessarily indicative of AmTrust's results to be expected from any future period. In addition, there may have been material developments with respect to AmTrust, which are not disclosed in AmTrust's public filings or this prospectus. The selected consolidated financial information of AmTrust set forth below should be read together with AmTrust's public filings, including but not limited to those listed above, in their entirety.

	For the Fiscal Year Ended December 31, 2006	For the Quarter Ended March 31, 2007	For the Quarter Ended June 30, 2007
		($ in millions)	
Gross Written Premium	$ 526.1	$ 189.7	$ 210.0
Ceded Premium	89.8	29.1	46.5
Net Written Premium	436.3	160.6	163.5
Net Earned Premium	329.0	118.7	130.4
Net Income	48.9	21.5	21.4
Cash & Investments	785.9	863.4	1,052.2
Losses and Loss Adjustment Reserves	295.8	333.8	386.0
Combined Ratio	91.9%	87.7%	90.0%
Required Adjustments[(1)]	0.5	—	—

(1) Represents increases in reserves for prior years.

Reinsurance Solutions

Reinsurance can be written either through treaty or facultative reinsurance arrangements. Treaty reinsurance is a contractual arrangement that provides for automatic reinsuring of a type or category of risk underwritten by the ceding company. In facultative reinsurance, the ceding company cedes, and the reinsurer assumes, all or part of a specific risk or risks. Facultative reinsurance provides protection to ceding companies for losses relating to individual insurance contracts issued to individual insureds. We intend to write most of our reinsurance business on a treaty basis.

Our treaty reinsurance contracts can be written on either a quota share basis, also known as proportional or pro rata, or on an excess of loss basis. Under quota share reinsurance, we will share the premiums as well as the losses and expenses in an agreed proportion with the cedent. Under excess of loss reinsurance, we will generally receive a specified premium for the risk assumed and indemnify the cedent against all or a specified portion of losses and expenses in excess of a specified dollar or percentage amount. In quota share and in certain types of excess of loss reinsurance contracts, we will typically provide a ceding commission to the client.

When we write treaty reinsurance contracts, we will not separately evaluate each of the individual risks assumed under the contracts and we will be largely dependent on the individual underwriting decisions made by the reinsured. Accordingly, we intend to carefully review and analyze the reinsured's risk management and underwriting practices in deciding whether to provide treaty reinsurance and in appropriately pricing the treaty.

Following our capitalization with our Founding Shareholders' initial investment and the net proceeds from the private offering, we entered into the quota share reinsurance agreement with AII. The quota share reinsurance agreement has a term of 3 years, subject to certain early termination provisions, and will extend for further terms of 3 years unless either party elects not to renew. It should secure for us a stable source of reinsurance premium revenue over the next 3 years from the workers' compensation, specialty property/casualty and extended warranty business conducted by AmTrust. In addition, AmTrust has advised us

that we may have an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms. As a result of the quota share reinsurance agreement, we will likely derive most of our gross premiums written from AmTrust's insurance companies in our initial years of operation. We also plan to primarily focus on reinsuring primary insurance companies in the United States and Europe that specialize in underwriting specialty property and casualty insurance products. We expect many of our opportunities to arise with small insurance companies. In addition, we expect to pursue such opportunities with insurance companies that write program business and that reinsure a substantial amount of their business as well as captive insurance companies established by managing general agents. We may also reinsure other reinsurers of U.S. and European specialty property and casualty insurance business.

We expect our reinsurance operations will offer the following reinsurance solutions:

Quota Share Reinsurance

In quota share reinsurance, the insurer cedes an agreed-upon fixed percentage of liabilities, premiums and losses for each policy covered on a pro rata basis. The reinsurer pays the ceding company a commission, called a ceding commission, on the premiums ceded.

Excess of Loss Reinsurance

Excess of loss reinsurance indemnifies the insured or the reinsured against all or a specified portion of losses on underlying insurance policies in excess of a specified amount, which is called a "retention." Excess of loss insurance or reinsurance is written in layers. A reinsurer or group of reinsurers accepts a band of coverage up to a specified amount. The total coverage purchased by the cedent is referred to as a "program" and will typically be placed with predetermined reinsurers in pre-negotiated layers. Any liability exceeding the outer limit of the program reverts to the ceding company, which also bears the credit risk of a reinsurer's insolvency. Loss experience under excess of loss reinsurance tends to be more volatile than under quota share reinsurance.

Product Lines

Because, currently, we derive substantially all of our business from our quota share agreement with AmTrust and we have expertise in underwriting the types of products offered by AmTrust, we are initially focusing on the lines of specialty property and casualty business offered by AmTrust. We plan to expand our line of business offerings, as well as the classes of business written for each line of business, as we develop reinsurance business opportunities.

Workers' Compensation

We will reinsure workers' compensation liabilities, which is a statutory coverage requirement for commercial businesses in the United States. Workers' compensation is required in almost every state to protect employees in case of injury on the job, and the employer from liability for an accident involving an employee. Workers' compensation insurance provides coverage for the statutory obligations of employers to pay medical care expenses and lost wages for employees who are injured in the course of their employment. We expect to primarily reinsure workers' compensation liabilities for small businesses.

As of September 30, 2007, AmTrust underwrites workers' compensation insurance in 39 states and the District of Columbia through a network of approximately 8,000 independent wholesale and retail agents. For the year ended December 31, 2006, five states accounted for approximately 68.3% of AmTrust's gross premiums written, with AmTrust's top state, Florida, accounting for 22.4%.

The average AmTrust policyholder has, on average, six employees and the average premium is less than $5,000 per policy. AmTrust does not insure employers that have more than 75 employees at any one location. The small business risks insured by AmTrust include:

- restaurants;
- retail stores;
- physicians' and other professionals' offices;

- building management-operations by owner or contractor;
- private schools;
- hotels;
- machine shops-light metal working;
- small grocery and specialty food stores;
- wholesale shops; and
- beauty shops.

We believe that AmTrust is able to successfully underwrite small policies because it has developed technology that enables it to underwrite each risk and provide effective loss control for a large number of small risks. Furthermore, we believe that, because of the relatively low premiums, the small business segment is less competitive than the general workers' compensation segment.

In 2006, AmTrust had gross premiums written of $258.9 million in its small business workers' compensation segment.

On September 10, 2007, AmTrust announced the closing of its acquisition of Associated Industries Insurance Services, Inc. ("AIIS"), a Florida-based workers' compensation managing general agency, and its wholly-owned subsidiary, Associated Industries Insurance Company, Inc. ("AIIC"), a Florida workers' compensation insurer also licensed in Alabama, Georgia and Mississippi.

According to AmTrust's announcement, AIIS produced approximately $130 million in gross written premiums in 2006, of which approximately $58 million was written by AmTrust's subsidiary, TIC.

Specialty Middle Market Property and Casualty

We will provide reinsurance solutions for narrowly defined classes of business that are underwritten on an individual policy basis by program underwriting agents on behalf of insurance companies. AmTrust's specialty middle-market property and casualty segment consists of workers' compensation, general liability, and commercial auto liability for small and middle-market businesses through industry-specific programs managed by general and wholesale agents. The industries include:

- retail;
- wholesale;
- service operations;
- artisan contracting; and
- light and medium manufacturing.

Business in this segment is underwritten by the producing agents, who have expertise in the business being underwritten and have developed relationships with retail agents from whom they receive submissions. The producing agents generally share a portion of the risk. As of October 30, 2007, AmTrust is underwriting 30 programs through 17 agents. For the year ended December 31, 2006, workers' compensation constituted 35.6% of the business in this segment, commercial auto coverages constituted 22.6%, general liability constituted 22.3% and other business constituted 19.5%. The insureds in this segment generally are small and medium-sized businesses.

In 2006, AmTrust had approximately $134.3 million in gross premiums written in its specialty middle-market property and casualty segment.

Specialty Risk and Extended Warranty

We will reinsure specialty risk and extended warranty coverages, which provide coverage for accidental damage, mechanical breakdown and related risks for consumer and commercial goods in the European Union and the United States. In 2006, AmTrust wrote 54% of its extended warranty and specialty risk business in Europe, where as of December 31, 2006, it was underwriting approximately 80 separate coverage plans, and 46% in the United States.

AmTrust's extended and warranty business covers selected risks, including:

- personal computers;
- consumer electronics, such as televisions and home theater components;
- consumer appliances, such as refrigerators and washing machines;
- automobiles (no liability coverage);
- cellular telephones;
- heavy equipment;
- homeowner's latent defects warranty in Norway;
- hand tools; and
- credit payment protection in the European Union.

AmTrust generally insures manufactures, retailers, service contract providers and third-party administrators who sell extended warranties, service contracts or other contracts, such as credit payment protection contracts, incidental to the sale or lease of consumer and commercial goods. AmTrust generally issues policies which have a term of 12 months, which insure the insured's contractual liability under contracts issued during the policy term. The contracts have terms ranging from one month to 60 months. AmTrust generally has the right to increase premium rates during the term of the policy and, in Europe, the right to cancel prior to the end of the term.

In 2006, gross premiums written in AmTrust's extended warranty and specialty risk business totaled $132.8 million.

Markets and Marketing

According to A.M. Best, there are more than 800 property and casualty insurance companies in the U.S. with less than $100 million in surplus. We plan to expand our client base by offering our products primarily to small insurance companies in the United States and Europe, as well as program administrators and Lloyd's syndicates, that could benefit from the additional underwriting capacity provided by reinsurance to expand their operations. We plan to pursue reinsurance opportunities with insurance companies, like AmTrust, that specialize in workers' compensation for small businesses in low and medium hazard classes, commercial property and casualty program business for discrete industry segments which are underwritten by managing general agents with expertise and extended warranty and specialty risk programs which are characterized by low coverage limits and high volume. We believe we will be able to offer our prospective reinsureds expertise in underwriting and administering specialty property and casualty business. In cases where we will market our products to managing general agents and program administrators, we may need to identify a primary insurance carrier that would be willing to insure the relevant risks and reinsure them to us.

We expect to produce our third-party reinsurance business through internally driven sales and through reinsurance brokers worldwide, which will receive a brokerage commission generally equal to a percentage of gross premiums. Our Chief Executive

Officer has extensive industry relationships with reinsurance intermediaries worldwide.

We plan to utilize reinsurance intermediaries to market our reinsurance business to small insurance companies. We believe these relationships will allow us to establish our presence in the reinsurance markets in the United States as well as provide flexibility in managing our policy acquisition costs.

Because our Chief Executive Officer has an established reputation in the London market as an extended warranty and specialty risk underwriter, we also expect to have opportunities to reinsure such risks in the London market.

Claims Management

The claims function provides claims adjustment and legal defense services for our reinsurance products, and the organization of our claims operations will be tailored to meet the requirements of our reinsurance. We will oversee the claims function, which will be provided primarily by the primary insurance companies to

whom we provide reinsurance. Also, we may obtain claims adjustment and legal defense or claims audit services from other third-party claims administrators. In addition, we will maintain databases of the claims experience of each of our reinsurance arrangements, which will be utilized by our claims staff as well as our actuarial and other financial staff.

With respect to our reinsurance businesses, the primary insurance company, which is our client, will provide the primary claims adjustments, and we will monitor the overall results primarily for the purposes of analyzing underlying business trends and establishing our overall loss reserves, and we may also advise on individual large claims. Under our reinsurance agreements with the primary insurance company, we will require the primary insurance company to provide claims data to us promptly, including immediate notification of individual large claims, and we will have the right to inspect and audit its claims files. Prior to entering into any such agreements, we will conduct due diligence on the primary insurance company's claims operations to assess its ability to handle the claims anticipated under these agreements.

AmTrust internally administers the majority of its workers' compensation claims. AmTrust utilizes a proprietary system of internet-based tools and applications that enable its claims staff to concentrate on investigating submitted claims, to seek subrogation opportunities and to determine the compensability of each claim. This system allows the claims process to begin as soon as a claim is submitted.

AmTrust's small business workers' compensation adjusters have an average of 15 years of experience. Supervision of the adjusters is performed by its internal claims manager in each region. Increases in reserves over the authority of the claims adjuster must be approved by supervisors. Senior claims managers provide direct oversight on all claims with an incurred value of $50,000 or more.

In AmTrust's specialty risk and extended warranty segment, third-party administrators generally handle claims on policies and provide monthly loss reports. AmTrust reviews the monthly reports and if the losses are unexpectedly high, AmTrust generally has the right to adjust its pricing or cease underwriting new business under the coverage plan. AmTrust routinely audits the claims paid by the administrators. AmTrust generally settles specialty risk claims in-kind — by repair or replacement — rather than in cash. AmTrust seeks to reduce its loss exposure through volume fixed-fee repair or replacement agreements with third parties. AmTrust also utilizes experts to validate certain types of claims, such as claims made for coverage on heavy machinery.

In AmTrust's specialty middle-market property and casualty segment, third-party administrators generally handle claims and provide periodic loss reports. Approximately 18 such providers administered this business as of December 31, 2006. The loss experience of each coverage is closely monitored and claims paid by the administrators are audited on a periodic basis.

Prior to entering into a reinsurance agreement with a primary insurance company, we will conduct due diligence to ensure that the company shares our philosophy of expedient, fair and consistent claims handling with adequate control of loss adjustment expenses and has the capabilities to implement our philosophy. We will monitor on a continual basis the results of their claims adjustment and legal defense services. We expect that with respect to first party claims, where the policy holder is the claimant, the claims function would provide a prompt response to inspect the damage, ascertain the extent damages are covered under the insurance policy, assess whether the claim should be resolved by settlement or be denied or defended and make prompt payment to the insured as appropriate. With respect to third-party claims, where a person other than the insured is the claimant, we expect the claims function to thoroughly investigate the potential for liability as soon as the claim is reported and assess whether the claim should be resolved by settlement or be denied or defended.

We will establish case reserves for each claim based upon all of the facts available at the time to record our best estimate of the ultimate value of each claim. We will establish reserves on a case by case basis for the estimated costs of legally defending third-party claims, or allocated loss adjustment expense reserves. In addition, we will establish reserves to record on an overall basis the costs of adjusting claims that have occurred but not yet been settled, or unallocated loss adjustment expense reserves.

Because we expect that substantially all of our business in our first year will result from our quota share reinsurance agreement with AII, we do not plan to hire a full-time executive dedicated to claims during the

first year. Our claims operations will be overseen by our senior executives. Our senior executives will work closely with our actuarial staff in reviewing the results of our reinsurance agreements.

Reserves

We are required to establish reserves for losses and loss expenses under applicable insurance laws and regulations and U.S. GAAP. These reserves are balance sheet liabilities representing estimates of future amounts required to pay losses and loss expenses for reinsured claims that have occurred at or before the balance sheet date, whether already known to us or not yet reported. Our policy will be to establish these losses and loss reserves prudently after considering all information known to us as of the date they are recorded.

Loss reserves fall into two categories: case reserves for reported losses and loss expenses associated with a specific reported insured claim, and reserves for incurred but not reported, or "IBNR," losses and loss adjustment expenses. We will establish these two categories of loss reserves as follows:

- *Reserves for reported losses* – Following our analysis of a notice of claim received from a ceding company, we will establish a case reserve for the estimated amount of its ultimate settlement and its estimated loss adjustment expenses. Like other insurers, we will establish case reserves based upon the amount of claims reported and may subsequently supplement or reduce the reserves as our claims department deems necessary.
- *IBNR reserves* – We will also estimate and establish reserves for loss amounts incurred but not yet reported, including expected development of reported claims. These IBNR reserves will include estimated loss adjustment expenses. We will calculate IBNR reserves by using generally accepted actuarial techniques. We will utilize actuarial methodologies that rely on historical losses and loss adjustment expenses, statistical models, projection techniques as well as our pricing analyses. We will revise these reserves for losses and loss adjustment expenses as additional information becomes available and as claims are reported and paid.

Loss reserves represent our best estimate, at a given point in time, of the ultimate settlement and administration cost of claims incurred. We will use statistical and actuarial methods to estimate our ultimate expected losses and loss adjustment expenses. Since the process of estimating loss reserves requires significant judgment due to a number of variables, such as fluctuations in inflation, judicial trends, legislative changes and changes in claims handling procedures, our ultimate liability may exceed or be less than these estimates. Our actuaries will utilize several methodologies to project losses and corresponding reserves. Based upon these methods, our actuaries will determine a best estimate of the loss reserves.

Since our accounts are new, our actuaries will utilize available loss development statistics from the brokers and primary insurance companies with whom we do business as a basis for conducting these types of projections.

In addition, we analyze a significant amount of insurance industry information with respect to the pricing environment and loss settlement patterns. In combination with our individual pricing analyses, we use this industry information to guide our loss and loss expense estimates. We regularly review these estimates, and we reflect adjustments, if any, in earnings in the periods in which they are determined. We expect that we will, from time to time, engage independent external actuarial specialists to review specific pricing and reserving methods and results.

Because, currently, we derive all of our business from our quota share reinsurance agreement with AII, our reserves are entirely based on the reserves established by AmTrust. We believe that AmTrust utilizes appropriate reserving techniques to establish reserves in each of its business segments. In its small business workers' compensation and specialty middle-market property and casualty segments, AmTrust establishes case reserves, IBNR reserves for loss and defense and containment cost expenses ("DCC expenses") and an adjusting and other reserve ("AO reserve"). A case reserve is established for each reported claim at the time it is reported. It is based on the estimate of the most likely outcome of the claim at that time. The estimate covers anticipated medical costs, indemnity costs and DCC expenses.

The IBNR reserve is an aggregate reserve for losses and DCC expenses which have been incurred but have not yet been reported to the insurance company and development on case reserves. The IBNR reserves are developed through application of appropriate actuarial methods. AmTrust utilizes a combination of its historical cumulative incurred losses and industry data to establish loss development factors. AmTrust ultimately establishes its IBNR reserves by utilizing judgment and consideration of its consulting actuary's application of AmTrust and industry loss development factors, and underwriting, claims handling and operational factors.

To establish AO reserves, AmTrust reviews past adjustment expenses in relation to past claims and estimates future costs based on expected claims activity and duration.

In AmTrust's extended warranty and specialty risk segment, claims are usually paid quickly, and, generally, case reserves are not established. Because development on known claims is negligible and the reporting lag for claims in this segment is generally small, IBNR reserves are not significant relative to paid claims. However, there is generally more uncertainty in the unearned premium reserve, which, in this segment, is an estimate of AmTrust's liability for future losses emanating from the unearned portion of premium for coverage of extended warranty contracts. The unearned premium reserve is calculated by analyzing each extended warranty coverage plan separately, subdivided by contract year, type of product and length of contract, ranging from one month to five years. The primary actuarial methodology used to project future losses for the unexpired terms of contracts is to project the future number of claims, then multiply them by the average claims cost.

Underwriting

We employ a disciplined approach to underwriting and risk management that relies heavily upon the collective underwriting expertise of our management and staff, as well as upon our underwriting process management approach. This expertise is guided by the following underwriting principles:

- We plan to accept only those risks that we believe will earn a level of profit commensurate with the risk they present;
- We intend to perform independent pricing or risk review of insurance risks;
- We will seek to accept only those risks which have demonstrated track records of profitable performance or else present limited downside potential; and

- We plan to consistently use peer review in our underwriting acceptance process.

We plan to have a small underwriting department consisting of one or two persons. We expect to delegate underwriting authority to the managers of our business segments, but only where we are convinced they are highly experienced in their particular lines of business. See “Management.”

Our underwriting process for all new programs, treaties or risk-sharing arrangements will consider the appropriateness of insuring the client by evaluating the quality of its management, its risk management strategy and its track record. In addition, we plan to require each program, treaty or risk-sharing arrangement to include significant information on the nature of the perils to be included and detailed aggregate information as to the location or locations of the risks covered. We plan to obtain available information on the client’s loss history for the perils being insured or reinsured, together with relevant underwriting considerations.

In addition, our underwriters plan to use a variety of means, including specific contract terms, to manage our exposure to loss. Our underwriters plan to also use appropriate contract exclusions, terms and conditions to further eliminate particular risks or exposures that they deem to be significant.

In conjunction with testing each proposed issuance against our underwriting criteria, we plan to evaluate the proposal in terms of its risk/reward profile to assess the adequacy of the proposed pricing and its potential impact on our overall return on capital as well as our corporate risk objectives. We plan to regularly review and revise our profitability guidelines to reflect changes in market conditions, interest rates, capital structure and market-expected returns.

We plan to hire an actuary as well as rely on outside consultants as necessary. The actuarial and underwriting estimates that we make in our underwriting and pricing analyses will be explicitly tracked by program

and treaty on an ongoing basis through our underwriting audit and actuarial reserving processes. We will require significant amounts of data from our clients and intend only to accept business for which the data provided to us is sufficient for us to make an appropriate analysis. We may supplement the data provided to us by our clients with information from the Insurance Services Offices, the National Council on Compensation Insurance, the Reinsurance Association of America and other ratemaking associations.

We will control overall risk from natural catastrophes in the aggregate and exposures from any one client. To monitor the catastrophe and accumulation risk of our business, we will subscribe to and utilize natural catastrophe-modeling tools.

Ceded Reinsurance

Reinsurers may purchase reinsurance, which is referred to as retrocessional reinsurance, to cover their own risk exposure or to increase their capacity. We have considered whether or not to obtain retrocessional coverage with respect to the reinsurance we assume from AII and have decided not to obtain such coverage at this time because our reinsurance agreement with AII excludes any risk on which AmTrust’s net retention exceeds $5 million and because we intend to write most of our reinsurance business such that our gross exposure to any single claim is limited. In the future, we may purchase retrocessional reinsurance to manage our net exposures and to increase our capacity.

Retrocessional reinsurance will not relieve us of our obligations to our insureds. We must pay these obligations without the benefit of reinsurance to the extent our reinsurers do not pay us. We will evaluate and monitor the financial condition of our reinsurers and monitor concentrations of credit risk. We will also seek to purchase reinsurance from entities rated “A-” or better by A.M. Best, and we intend to regularly monitor its collectibility, making balance sheet provisions for amounts we consider potentially uncollectible and requesting collateral where necessary.

We will monitor and limit our exposure through a combination of aggregate limits, underwriting guidelines and reinsurance. We will also periodically reevaluate the probable maximum loss for the exposures by using third-parties’ software and modeling techniques, and we will seek to limit the probable maximum loss to a pre-determined percentage of our total shareholders’ equity.

AmTrust’s Third-Party Reinsurance

Under our reinsurance agreement with AII, we reinsure 40% of the covered business written by AmTrust, net of any reinsurance maintained by AmTrust with unaffiliated reinsurers. Accordingly, Maiden Insurance receives 40% of AmTrust’s premiums net of premiums ceded to unaffiliated reinsurers, and, in the case of IGI, net of commissions paid to producers, and is liable for 40% of losses and loss adjustment expenses net of any reinsurance recoverable (whether collectible or not) from unaffiliated reinsurers. The discussion below describes AmTrust’s current reinsurance with unaffiliated reinsures. We are not able to control the types or amounts of reinsurance that AmTrust purchases from unaffiliated reinsurers. Any changes that AmTrust makes to such reinsurance may affect our profitability and our capacity to write additional business.

AmTrust’s insurance subsidiaries cede portions of their insurance risk to limit their maximum loss as a result of a single occurrence. The cost and limits of the reinsurance coverage AmTrust purchases vary from year to year based upon the availability of quality reinsurance at an acceptable price and AmTrust’s desired level of retention. Retention refers to the amount of risk that AmTrust retains for its own account. AmTrust has obtained excess of loss reinsurance for its small business workers’ compensation coverage and the workers’ compensation portion of its specialty middle-market property and casualty business segment. AmTrust has obtained variable quota share reinsurance for its European Union specialty risk and extended warranty insurance exposures. It has also obtained reinsurance to cover the property portion of the business in this segment, which AmTrust has not yet written. AmTrust does not plan to reinsure the general liability and auto liability portions of the business in this segment.

Third-Party Workers’ Compensation Reinsurance

AmTrust purchases excess of loss reinsurance for its workers’ compensation business, which includes workers’ compensation that is attributable to both the small business workers’ compensation segment as well as the specialty middle-market segment. AmTrust’s excess of loss reinsurance is written in layers, in which the

reinsurers accept a band of coverage up to a specified amount. In return for this coverage, AmTrust pays its reinsurers a percentage of its net or gross earned insurance premiums subject to certain minimum reinsurance premium requirements. Different layers in AmTrust's excess of loss reinsurance program are scheduled to renew at different times during the year. Currently, AmTrust's retention for workers' compensation claims other than those arising out of acts of terrorism is $1.0 million per occurrence.

The following description of AmTrust's third-party reinsurance protection covers the period through December 31, 2007. Some layers of this reinsurance include so-called "sunset clauses" which limit reinsurance coverage to claims reported within eight years or, in some cases, ten years, of the inception of a 12-month contract period and may also include commutation clauses which permit reinsurers to terminate their obligations by making a final payment to AmTrust based on an estimate of their remaining liabilities, which may ultimately prove to be inadequate. In addition to insuring employers for their statutory workers' compensation liabilities, AmTrust's workers' compensation policies provide insurance for the employers' tort liability (if any) for bodily injury or disease sustained by employees in the course of their employment. Certain layers of AmTrust's workers' compensation reinsurance exclude coverage for such employers' liability insurance or provide coverage for such insurance at lower limits than the applicable limits for workers' compensation insurance.

Until January 1, 2008, AmTrust retains the first $1.0 million per occurrence on workers' compensation claims other than those arising out of acts of terrorism. AmTrust cedes losses greater than $1.0 million for such claims. AmTrust's reinsurance for such claims totals $129.0 million, structured as a five layer tower. The first three layers of this reinsurance exclude coverage for AmTrust's participation in assigned risk pools.

- The first layer of this reinsurance provides $9.0 million of coverage per occurrence in excess of AmTrust's $1.0 million retention. It has an annual aggregate deductible of $1.25 million and reinsures losses in excess of $1.0 million up to $10.0 million. Pursuant to these deductible provisions, AmTrust must pay a total amount of $1.25 million in workers' compensation losses in excess of its $1.0 million retention before it is entitled to any reinsurance recovery.
- The second layer provides $10.0 million of coverage per occurrence in excess of $10.0 million. This layer reinsures losses in excess of $10.0 million up to $20.0 million. The reinsurance in this layer does not cover extra-contractual obligations and losses in excess of policy limits.
- The third layer provides $30.0 million of coverage per occurrence for claims in excess of $20.0 million. This layer provides coverage for losses in excess of $20.0 million up to $50.0 million. It has limits of $10.0 million per individual. This means that if an individual is involved in a compensable claim, the maximum coverage provided under this layer would not exceed $10.0 million for that individual. It has an aggregate limit of $60.0 million for the entire 12-month contract period.
- The fourth layer provides $30.0 million of coverage per occurrence for claims in excess of $50.0 million. It reinsures losses in excess of $50.0 million up to $80.0 million. It has limits of $10.0 million per individual and an aggregate limit of $60.0 million for the entire 12-month contract period.
- The fifth layer provides $50.0 million of coverage per occurrence for claims in excess of $80.0 million. It reinsures losses greater than $80.0 million up to $130.0 million. It has limits of $10.0 million per individual and an aggregate limit of $100.0 million for the entire 12-month contract period.

Certain layers of AmTrust's reinsurance provide coverage for losses caused by terrorism. For terrorism losses in excess of $20.0 million per occurrence, AmTrust has three layers of reinsurance, none of which provides coverage for nuclear, biological or chemical terrorism. This additional reinsurance is provided net of any recovery that AmTrust receives from the federal government pursuant to the Terrorism Risk Insurance Act of 2002 ("TRIA"), as modified by the Terrorism Risk Insurance Extension Act of 2005 ("TRIEA").

- The first layer of this additional reinsurance provides $30.0 million of coverage per occurrence for claims in excess of $20.0 million. It reinsures terrorism losses in excess of $20.0 million up to $50.0 million and has an aggregate limit of $30.0 million for the entire 12-month contract period.

- The second layer of this additional reinsurance provides $30.0 million of coverage per occurrence for claims in excess of $50.0 million. This layer provides coverage for losses in excess of $50.0 million up to $80.0 million and has an aggregate limit of $30.0 million for the entire 12-month contract period.
- The third layer of this additional reinsurance provides $50.0 million of coverage per occurrence for claims in excess of $80.0 million. It reinsures losses in excess of $80.0 million up to $130.0 million and has an aggregate limit of $50.0 million for the entire 12-month contract period.

TRIA, as extended and amended by TRIEA, requires that commercial property and casualty insurance companies offer coverage (with certain exceptions, such as with respect to commercial auto insurance) for certain acts of terrorism and has established a federal assistance program through the end of 2007 to help such insurers cover claims for terrorism-related losses. TRIA, as extended and amended by TRIEA, covers certified acts of terrorism, and the U.S. Secretary of the Treasury must declare the act to be a "certified act of terrorism" for it to be covered under this federal program. In addition, no certified act of terrorism will be covered by the TRIA program, as extended and amended by TRIEA, unless the aggregate insurance industry losses from the act exceed certain substantial threshold amounts ($100 million for acts of terrorism occurring in 2007). Under the TRIA program, as extended and amended by TRIEA, the federal government covers 85% of the losses from covered certified acts of terrorism on commercial risks in the United States only, in excess of a deductible amount. This deductible is calculated as a percentage of an affiliated insurance group's prior year premiums on commercial lines policies (with certain exceptions, such as commercial auto

insurance policies) covering risks in the United States. This deductible amount is 20% of such premiums for losses occurring in 2007.

The Federal terrorism risk assistance provided by TRIA and TRIEA will expire at the end of 2007 and although legislation has recently been introduced in Congress to expand and extend such assistance, it is not currently clear whether or in what form that assistance will be renewed. Any renewal may be on substantially less favorable terms.

Third-Party Specialty Risk and Extended Warranty Reinsurance

Since January 1, 2003, AmTrust has had variable quota share reinsurance with Munich Reinsurance Company ("Munich Re") for AmTrust's specialty risk and extended warranty insurance, including mechanical breakdown and accidental damage coverage. The scope of this reinsurance arrangement is broad enough to cover all of AmTrust's specialty risk and extended warranty insurance worldwide. However, AmTrust does not currently cede to Munich Re the majority of its U.S. specialty risk and extended warranty business, although it may cede more of this U.S. business to Munich Re in the future. In 2006, AmTrust ceded approximately 3.7% of its total gross written premium to Munich Re.

Under the variable quota share reinsurance arrangements with Munich Re, AmTrust may elect to cede from 15% to 50% of each covered risk, but Munich Re shall not reinsure more than £850,000 (or, based on an exchange rate of 2.0279 U.S. Dollars to 1.0 U.K. Pounds as of October 22, 2007, approximately $1.72 million) for each ceded risk which AmTrust at acceptance regards as one individual risk. This means that regardless of the amount of insured losses generated by any ceded risk, the maximum coverage for that ceded risk under this reinsurance arrangement is £850,000 (or, based on an exchange rate of 2.0279 U.S. Dollars to 1.0 U.K. Pounds as of October 22, 2007, approximately $1.72 million) . For the majority of the business ceded under this reinsurance arrangement, AmTrust cedes 35% of the risk to Munich Re, but for some newer or larger risks, AmTrust cedes a larger share to Munich Re. This reinsurance is subject to a limit of £2.5 million (or, based on an exchange rate of 2.0279 U.S. Dollars to 1.0 U.K. Pounds as of October 22, 2007, approximately $5.07 million) per occurrence of certain natural perils such as windstorms, earthquakes, floods and storm surge. Coverage for losses arising out of acts of terrorism is excluded from the scope of this reinsurance.

Competition

The reinsurance industry is highly competitive. We compete with various reputable and established reinsurers, such as QBE Insurance Group Limited, PartnerRe Ltd., Max Re Ltd., Munich Reinsurance America Inc. and General Reinsurance Corporation. Many of these competitors have more, and in some cases substantially more, capital and greater marketing and management resources than we expect to have, and may offer a

broader range of products and more competitive pricing than we expect to, or will be able to, offer. Because we have limited operating history, many of our competitors also have greater name and brand recognition than we have. In particular, we compete with various large and small reinsurers including large and multi-national reinsurers and Bermuda-based reinsurers.

Competition in the types of business that we underwrite is based on many factors, including:

- reputation;
- strength of client relationships;
- perceived financial strength;
- management's experience in the line of reinsurance to be written;
- premiums charged and other terms and conditions offered;
- services provided, products offered and scope of business, both by size and geographic location;
- financial ratings assigned by independent rating agencies; and
- speed of claims payment.

Increased competition could result in fewer applications for coverage, lower premium rates and less favorable policy terms, which could adversely impact our growth and profitability. We are unable to predict the extent to which new, proposed or potential initiatives may affect the demand for our products or the risks that may be available for us to consider underwriting.

We plan to differentiate ourselves from other reinsurers primarily by leveraging the primary insurance company expertise of our senior management to provide reinsurance solutions that are designed to respond to the needs of small insurance companies, and to larger insurance companies seeking to effectively manage their capital and risk by accessing our capabilities. By positioning ourselves in this manner and providing our unique product offerings, we believe we can successfully differentiate ourselves from other reinsurers that we believe are focused primarily on providing broad-based reinsurance solutions.

Because, initially, we expect to derive substantially all of our business from our quota share reinsurance agreement with AII, we are subject to the impact of competition on AmTrust in its business segments. There is significant competition in the workers' compensation insurance sector, which is based on many factors, including coverage availability, claims management, safety services, payment terms, premium rates, policy terms, types of insurance offered, overall financial strength, financial ratings assigned by independent rating organizations, such as A.M. Best, and reputation. Some of the insurers with which AmTrust competes have significantly greater financial, marketing and management resources and experience than AmTrust. AmTrust may also compete with new market entrants in the future. AmTrust's competitors include other insurance companies, state insurance pools and self-insurance funds. More than 350 insurance companies participate in the workers' compensation market. The insurance companies with which AmTrust competes vary by state and by the industries we target.

We believe that AmTrust has competitive advantages, which include its underwriting and claims management practices and systems and an A.M. Best rating of "A-" (Excellent). In addition, we believe that AmTrust's premium rates are competitively

priced and typically are lower than those for policyholders assigned to the state insurance pools, making AmTrust a viable alternative for policyholders in those pools.

We believe that the specialty risk and extended warranty and specialty risk sector is not as developed as most other insurance sectors (including workers' compensation insurance). We believe that AmTrust is recognized for its expertise in this market. Nonetheless, AmTrust faces significant competition, including several internationally well-known insurers that have significantly greater financial, marketing and management resources. We believe that AmTrust has competitive advantages, which include the ability to provide technical assistance to warranty providers, experienced underwriting, resourceful claims management practices and good relations with many leading warranty administrators.

In its specialty middle-market and casualty segment, AmTrust faces competition from several large competitors which have significantly greater financial, marketing and management resources. AmTrust does not compete for high exposure or professional liability business and prefers to underwrite less volatile classes of business. The company does maintain the requisite A.M. Best rating and financial size to compete favorably for target business.

Investments

Our investment guidelines specify minimum criteria on the overall credit quality, liquidity and risk-return characteristics of our investment portfolio and include limitations on the size of particular holdings, as well as restrictions on investments in different asset classes. We entered into an asset management agreement with a subsidiary of AmTrust, who serves as our investment manager. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies — Investments," "Business — Relationships with AmTrust" and "Certain Relationships and Related Transactions — Our Arrangements with AmTrust and its Subsidiaries." Our management monitors our overall investment returns, reviews compliance with our investment guidelines and reports overall investment results to our board of directors on a quarterly basis.

Our investment strategy seeks to preserve principal and maintain liquidity while trying to maximize investment return through a high quality, diversified portfolio. Investment decision making is guided mainly by the nature and timing of our expected liability payouts, management's forecast of our cash flows and the possibility that we will have unexpected cash demands, for example, to satisfy claims due to catastrophic losses. Our investment portfolio consists mainly of highly rated and liquid fixed income securities.

Our investment guidelines require compliance with applicable local regulations and laws. Without the approval of our board of directors, we will not purchase financial futures, forwards, options, swaps and other derivatives, except for purposes of hedging capital market risks or replication transactions, which are defined as a set of derivative and securities transactions that, when combined, produce the equivalent economic results of an investment that meets our minimum criteria. The majority of our investment holdings are denominated in U.S. dollars.

The first priority of our investment strategy is preservation of capital, with a secondary focus on maximizing an appropriate risk adjusted return. We expect to maintain sufficient liquidity from funds generated from operations to meet our anticipated insurance obligations and operating and capital expenditure needs. The excess funds will be invested in accordance with overall corporate investment guidelines. Our investment guidelines are designed to maximize investment returns through a prudent distribution of cash and cash equivalents, fixed maturities and equity positions. Cash and cash equivalents include cash on deposit, commercial paper, pooled short-term money market funds and certificates of deposit with an original maturity of 90 days or less. Our fixed maturity securities will include obligations of U.S. agencies, obligations of U.S. corporations, mortgage-backed securities guaranteed by the Federal Home Loan Corporation. Our investment portfolio contains no investments in sub-prime mortgages or sub-prime mortgage securitizations.

As of June 14, 2007, the date of our audited balance sheet included in this prospectus, we had total assets of $51.0 million, which consisted solely of common share subscription price receivable of $29.0 million, deferred costs of $1.0 million and cash of $21.0 million and we did not have any investments. Since that time, we received the proceeds from our private offering of common shares and have been investing the proceeds.

As of August 23, 2007, the Company held 42.6% of total invested assets in cash and cash equivalents. The process of investing the proceeds from our private offering is continuing and we expect to have redeployed most of the cash into longer term assets by the end of the third quarter of 2007. We may invest a portion of our assets in equity securities in an effort to enhance our overall return. The Company's investment portfolio is managed by AIIM.

Our investment portfolio, including cash and cash equivalents, had a carrying value of $21.0 million on June 14, 2007 and $530.9 million as of August 23, 2007. The portfolio as of August 23, 2007 is summarized in the table below by type of investment.

	Carrying Value	Percentage of Portfolio
	($ in thousands)	
Fixed income securities:		
Mortgage backed securities	$ 54,898	10.3%
U.S. Treasury securities	—	—
Obligations of U.S. government agencies	—	—
Corporate bonds	249,959	47.1
Time and short-term deposits	—	—

	$304,857	57.4%
Equity securities:		
Common stock	$ —	—
Nonredeemable preferred stock	—	—
Total equity securities	$ —	—
Total investments, excluding cash and cash equivalents	$304,977	57.4
Cash and cash equivalents	$225,880	42.6
	$530,857	100%

As of August 23, 2007, our fixed maturity portfolio had a carrying value of $305.0 million, which represented 57.4% of the carrying value of our investments, including cash and cash equivalents. The table below summarizes the credit quality of our fixed maturity securities as of August 23, 2007 as rated by Standard and Poor's.

S & P Rating	Percentage of Fixed Maturity Portfolio
Agency Mortgage Backed Securities	17.9
AA-	42.8
A+	13.0
A	3.4
A-	7.4
BBB+	9.0
BB+	6.5
Total	100 %

The table below shows the composition of our fixed maturity securities by remaining time to maturity as of August 23, 2007.

Remaining Time to Maturity	Amount	Percentage of Fixed Maturity Portfolio
	(in thousands)	
Less than one year	$ 19,788	6.5 %
One to five years	52657	17.3
Five to ten years	177,833	58.3
Mortgage backed securities	54,698	17.9
Total	$304,977	100 %

The table below summarizes the average current yield and duration by type of fixed maturity as of September 30, 2007.

Fixed Income Investment Type	Average Yield	Average Duration in Years
Corporate bonds	6.01%	5.42
Mortgage backed	5.95%	1.78

We plan to regularly evaluate our investment portfolio to identify other-than-temporary impairments in the fair values of the securities held in our investment portfolio. We will consider various factors in determining whether a decline in the fair value of a security is other-than-temporary, including:

- 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.

Since our private offering in July 2007, there have been no other-than-temporary declines in the fair values of the securities held in our investment portfolio.

As of August 23, 2007, we did not hold any fixed maturity securities with unrealized losses in excess of 20% of the security's carrying value as of that date.

Ratings

Ratings by independent agencies are an important factor in establishing the competitive position of reinsurance companies and will be important to our ability to market and sell our products. Rating organizations continually review the financial positions of insurers. A.M. Best is one of the most important rating agencies for reinsurance companies. A.M. Best maintains a letter scale rating system ranging from "A++" (Superior) to "F" (In Liquidation). In evaluating a company's financial strength, A.M. Best reviews the company's profitability, leverage and liquidity, as well as its book of business, the adequacy and soundness of its reinsurance, the quality and estimated market value of its assets, the adequacy of its loss and loss expense reserves, the adequacy of its surplus, its capital structure, the experience and competence of its management and its market presence.

The objective of A.M. Best's ratings system is to provide an opinion of an insurer's or reinsurer's financial strength and ability to meet ongoing obligations to its policyholders. These ratings will reflect our ability to pay policyholder claims and are not

applicable to the securities offered in this prospectus, nor are they a recommendation to buy, sell or hold our shares. These ratings are subject to periodic review by, and may be revised or revoked at the sole discretion of A.M. Best.

Maiden Insurance has received a financial strength rating of "A-" (Excellent) from A.M. Best, which is the fourth highest of fifteen rating levels.

The maintenance of the assigned rating depends upon Maiden Insurance operating substantially as our management has represented to A.M. Best. Maiden Insurance's rating will be subject to periodic review by, and may be revised downward or revoked at the sole discretion of, A.M. Best. A.M. Best formally evaluates its financial strength ratings of insurance companies at least once every twelve months and monitors the performance of rated companies throughout the year. If A.M. Best subsequently downgrades its rating, our competitive position would suffer, and our ability to market our products, to obtain customers and to compete in the reinsurance industry would be adversely affected. A subsequent downgrade, therefore, could result in a substantial loss of business as our insurance company clients may move to other reinsurers with higher claims paying and financial strength ratings.

Employees and Administration

Based upon our business strategy, we conduct our business with a relatively small staff of full-time employees. As of October 23, 2007, we employed six employees, five of whom were full-time.

We manage our reinsurance business and various corporate functions from Bermuda. Our personnel includes our President and Chief Executive Officer (who will not devote all of his time to our company initially), our Chief Financial Officer, our Chief Operating Officer and General Counsel, the Senior Vice President and Chief Underwriting Officer of Maiden Insurance and the Senior Vice President – Underwriting of Maiden Insurance. We are in the process of hiring additional personnel to our corporate and reinsurance financial and actuarial staff in Bermuda. At the end of our first year of operations, we expect to have six to ten full-time employees in our Bermuda office performing these functions, and we expect that the number of employees in Bermuda will grow as necessary to support our operations.

Our Organization

Maiden Holdings was originally incorporated in May 2007 under Cayman Islands law. We have since changed our jurisdiction of organization to Bermuda by discontinuing from the Cayman Islands, continuing into Bermuda as a Bermuda exempted company and amalgamating with a new Bermuda company to form Maiden Holdings, Ltd. Our reinsurance subsidiary, Maiden Insurance was incorporated on June 29, 2007 and was licensed as a Class 3 Bermuda insurer on July 6, 2007. Maiden Insurance commenced writing business effective as of July 1, 2007.

Properties

We have executed two leases for facilities in Bermuda. Together these leases require monthly payments of $16,000. The initial term of the first lease expires on July 31, 2009 with an option to extend the term of the lease for an additional year at the then market rent. The initial term of the second lease expires on August 31, 2008, with no option to renew. We believe that these facilities are sufficient for our current purposes.

Legal Proceedings

We are not a party to any pending or threatened material litigation and are not currently aware of any pending or threatened material litigation. In the normal course of business, we may become involved in various claims and legal proceedings.

REGULATION

General

The business of insurance and reinsurance is regulated in most countries, although the degree and type of regulation varies significantly from one jurisdiction to another. Reinsurers are generally subject to less direct regulation than primary insurers. In Bermuda, we expect to operate under a relatively less intensive regulatory regime.

Regulation of Maiden Insurance

As a holding company, Maiden Holdings is not subject to the laws of Bermuda governing insurance companies. Maiden Insurance is registered in Bermuda under the Insurance Act as a Class 3 insurer and is subject to the Insurance Act.

The Insurance Act, which regulates the insurance business of Maiden Insurance, provides that no person shall carry on any insurance business in or from within Bermuda unless registered as an insurer under the Insurance Act by the BMA, which is responsible for the day-to-day supervision of insurers. Under the Insurance Act, insurance business includes reinsurance business. The BMA, in deciding whether to grant registration, has broad discretion to act as the BMA sees fit in the public interest. The BMA is required by the Insurance Act to determine whether the applicant is a fit and proper body to be engaged in the insurance business and, in particular, whether it has, or has available to it, adequate knowledge and expertise. In addition, the BMA is required by the Insurance Act to determine whether a person who proposes to control at least 10 percent, 20 percent, 33 percent or 50 percent (as applicable) of the voting powers of a Bermuda registered insurer or its parent company is a fit and proper person to exercise such degree of control; such determination must be made before control is acquired. The registration of an applicant as an insurer is subject to its complying with the terms of its registration and such other conditions as the BMA may impose from time to time.

An Insurance Advisory Committee appointed by the Bermuda Minister of Finance advises the BMA on matters connected with the discharge of the BMA's functions, while sub-committees thereof supervise and review the law and practice of insurance in Bermuda, including reviews of accounting and administrative procedures.

The Insurance Act imposes on Bermuda insurance companies solvency and liquidity standards and auditing and reporting requirements and grants to the BMA powers to supervise, investigate and intervene in the affairs of insurance companies. Certain significant aspects of the Bermuda insurance regulatory framework are set forth below.

Classification of Insurers

The Insurance Act distinguishes between insurers carrying on long-term business and insurers carrying on general business. Maiden Insurance is a Class 3 insurer, and it is regulated as such under the Insurance Act. Class 3 insurers are generally insurers which are licensed to write general business, being everything except for life, annuity and certain types of accident and health insurance. There are four classifications of insurers carrying on general business, with Class 4 insurers subject to the strictest regulation and Class 3 insurers subject to the next strictest regulation. We do not intend, at this time, to obtain a license for Maiden Insurance to carry on long-term business. Long-term business includes life insurance and disability insurance with terms in excess of five years. General business broadly includes all types of insurance that is not long-term business.

Cancellation of Insurer's Registration

An insurer's registration may be cancelled by the BMA on certain grounds specified in the Insurance Act, including failure of the insurer to comply with its obligations under the Insurance Act or if, in the opinion of the BMA, the insurer has not been carrying on business in accordance with sound insurance principles.

Principal Representative

An insurer is required to maintain a principal office in Bermuda and to appoint and maintain a principal representative in Bermuda. Maiden Insurance's principal representative is AIIM whose offices are located at 7 Reid Street, Hamilton HM 11, Bermuda. Without a reason acceptable to the BMA, an insurer may not

terminate the appointment of its principal representative, and the principal representative may not cease to act as such, unless 30 days' notice in writing to the BMA is given of the intention to do so. We are in the process of changing our principal representative. It is the duty of the principal representative upon reaching the view that there is a likelihood of the insurer (for which the principal representative acts) becoming insolvent or that a reportable "event" has, to the principal representative's knowledge, occurred or is believed to have occurred, to immediately notify the BMA and to make a report in writing to the BMA within 14 days, setting out all of the particulars of the case that are available to the principal representative. Examples of such a reportable "event" include failure by the insurer to comply substantially with a condition imposed upon the insurer by the BMA relating to a solvency margin or a liquidity or other ratio. The written report submitted to the BMA must set out all the particulars of the case that are available to the principal representative.

Independent Approved Auditor

Every registered insurer must appoint an independent auditor (the "approved auditor") who will annually audit and report on the statutory financial statements and the statutory financial return of the insurer, both of which, in the case of Maiden Insurance, are required to be filed annually with the BMA. The independent auditor of Maiden Insurance must be approved by the BMA and may be the same person or firm which audits Maiden Insurance's financial statements and reports for presentation to its shareholders. Maiden Insurance's independent approved auditor is PricewaterhouseCoopers (Bermuda).

Statutory Financial Statements

An insurer must prepare annual statutory financial statements. The Insurance Act prescribes rules for the preparation and substance of such statutory financial statements (which include, in statutory form, a balance sheet, an income statement, a statement of capital and surplus and notes thereto). The insurer is required to give detailed information and analyses regarding premiums, claims, reinsurance and investments. The statutory financial statements are not prepared in accordance with U.S. GAAP and are distinct from the financial statements prepared for presentation to the insurer's shareholders under the Companies Act, which financial statements will be prepared in accordance with U.S. GAAP. Maiden Insurance, as a general business insurer, will be required to submit the annual statutory financial statements as part of the annual statutory financial return. The statutory financial statements and the statutory financial return do not form part of the public records maintained by the BMA.

Annual Statutory Financial Return

Maiden Insurance is required to file with the BMA statutory financial returns no later than four months after their financial year end (unless specifically extended). The statutory financial return for an insurer includes, among other matters, a report of the approved auditor on the statutory financial statements of such insurer, the solvency certificates, the declaration of statutory ratios, the statutory financial statements themselves and the opinion of the loss reserve specialist. The solvency certificates must be signed by the principal representative and at least two directors of the insurer who are required to certify, among other matters, whether the minimum solvency margin has been met and whether the insurer complied with the conditions attached to its certificate of registration. The approved auditor is required to state whether in his or her opinion it was reasonable for the directors to so certify. Where an insurer's accounts have been audited for any purpose other than compliance with the Insurance Act, a statement to that effect must be filed with the statutory financial return.

Loss Reserve Specialist

Maiden Insurance is required to submit an opinion of an approved loss reserve specialist with its annual statutory financial return in respect of its loss and loss adjustment expense provisions. The loss reserve specialist is a qualified casualty actuary, who is approved by the BMA. Mr. Ronald T. Kuehn of Huggins Actuarial Services, Inc. is the loss reserve specialist for Maiden Insurance.

Minimum Solvency Margin and Restrictions on Dividends and Distributions

Under the Insurance Act, the value of the general business assets of a Class 3 insurer must exceed the amount of its general business liabilities by an amount greater than the prescribed minimum solvency margin. Maiden Insurance is required, with respect to its general business, to maintain a minimum solvency margin equal to the greatest of:

(A) $1 million;

(B) 20% of net premiums written up to $6 million plus 15% of net premiums written over $6 million; and

(C) 15% of loss and other insurance reserves.

Maiden Insurance is prohibited from declaring or paying any dividends during any financial year if it is in breach of its minimum solvency margin or minimum liquidity ratio or if the declaration or payment of such dividends would cause it to fail to meet such margin or ratio. In addition, if it fails to meet its minimum solvency margin or minimum liquidity ratio on the last day of any financial year, Maiden Insurance may not, without the approval of the BMA, declare or pay any dividends during the next financial year.

Maiden Insurance may not, without the approval of the BMA, reduce by 15% or more its total statutory capital as set out in its previous year's financial statements.

Minimum Liquidity Ratio

The Insurance Act provides a minimum liquidity ratio for general business insurers. An insurer engaged in general business is required to maintain the value of its relevant assets at not less than 75% of the amount of its relevant liabilities. Relevant assets include cash and time deposits, quoted investments, unquoted bonds and debentures, first liens on real estate, investment income due and accrued, accounts and premiums receivable and reinsurance balances receivable. There are certain categories of assets which, unless specifically permitted by the BMA, do not automatically qualify as relevant assets, such as unquoted equity securities, investments in and advances to affiliates and real estate and collateral loans. The relevant liabilities are total general business insurance reserves and total other liabilities less deferred income tax and sundry liabilities (by interpretation, those not specifically defined).

Supervision, Investigation and Intervention

The BMA may appoint an inspector with extensive powers to investigate the affairs of an insurer if the BMA believes that an investigation is required in the interest of the insurer's policyholders or persons who may become policyholders. In order to verify or supplement information otherwise provided to the BMA, the BMA may direct an insurer to produce documents or information relating to matters connected with the insurer's business.

If it appears to the BMA that there is a risk of the insurer becoming insolvent, or that it is in breach of the Insurance Act or any conditions imposed upon its registration, the BMA may, among other things, direct the insurer (1) not to take on any new insurance business, (2) not to vary any insurance contract if the effect would be to increase the insurer's liabilities, (3) not to make certain investments, (4) to realize certain investments, (5) to maintain in, or transfer to the custody of, a specified bank certain assets, (6) not to declare or pay any dividends or other distributions or to restrict the making of such payments, (7) to limit its premium income and/or (8) to remove a controller or officer.

Disclosure of Information

In addition to powers under the Insurance Act to investigate the affairs of an insurer, the BMA may require certain information from an insurer (or certain other persons) to be produced to it. Further, the BMA has been given powers to assist other regulatory authorities, including foreign insurance regulatory authorities, with their investigations involving insurance and reinsurance companies in Bermuda but subject to restrictions. For example, the BMA must be satisfied that the assistance being requested is in connection with the discharge of regulatory responsibilities of the foreign regulatory authority. Further, the BMA must consider whether to cooperate is in the public interest. The grounds for disclosure are limited and the Insurance Act provides sanctions for breach of the statutory duty of confidentiality.

Notification by Shareholder Controller of New or Increased Control

No person may become a holder of at least 10%, 20%, 33%, or 50% of the Common Shares unless they have notified the BMA in writing of their intention to become such a holder and either the BMA has notified the person that they have no objection or 45 days have elapsed since the notice was given. A person that does not comply with this requirement will be guilty of an offence.

Objection to Existing Controlling Shareholder

For so long as Maiden Holdings has as a subsidiary an insurer registered under the Insurance Act, the BMA may at any time, by written notice, object to a person holding 10% or more of our common shares if it appears to the BMA that the person is not or is no longer fit and proper to be such a holder. In such a case, the BMA may require the shareholder to reduce its holding of our common shares and direct, among other things, that such shareholder's voting rights shall not be exercisable. A person who does not comply with such a notice or direction from the BMA will be guilty of an offence.

Certain Other Considerations

Although Maiden Holdings and Maiden Insurance are incorporated in Bermuda, Maiden Holdings and Maiden Insurance are each classified as a non-resident of Bermuda for exchange control purposes by the BMA. Pursuant to their non-resident status, Maiden Holdings and Maiden Insurance may engage in transactions in currencies other than Bermuda dollars and there are no restrictions on their ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of their common shares.

Maiden Holdings is required to obtain the permission of the BMA for the issue and transfer of all of its shares. We have received the consent of the BMA for the issue and subsequent transfer of our common shares up to the amount of our authorized capital from time to time to persons non-resident of Bermuda for exchange control purposes without the approval of the BMA. The foregoing permission is subject to the following conditions: (i) no individual will, as a result of the issue of our Equity Securities pursuant to our private offering, beneficially own 10% or more of our Equity Securities; and (ii) no individual who beneficially owned any of our Equity Securities immediately following the issue of our Equity Securities pursuant to our private offering will, as a result of a subsequent issue or transfer, beneficially own 10% or more of our Equity Securities; and (iii) no individual who did not beneficially own any Equity Securities of the Company immediately following the issue of our Equity Securities pursuant to our private offering will, as a result of a subsequent issue or transfer, beneficially own 5% or more of our Equity Securities. For this purpose, “Equity Securities” has the meaning given to that term in the Notice to the Public issued by the BMA on June 1, 2005 and includes our common shares.

Persons resident in Bermuda for Bermuda exchange control purposes may require the prior approval of the BMA in order to acquire any of our shares.

In the event subscribers (or transferees) do not satisfy the conditions of such consent, subscribers (and their transferees) may be required to provide information on ownership and financial condition to the BMA. We will not accept any subscriptions for shares or transfers of any shares unless and until the required approval of the BMA has been received.

Under Bermuda law, exempted companies are companies formed for the purpose of conducting business outside Bermuda from a principal place of business in Bermuda. As “exempted” companies, Maiden Holdings and Maiden Insurance may not, without the express authorization of the Bermuda legislature or under a license or consent granted by the Minister of Finance, participate in certain transactions, including: (i) the acquisition or holding of land in Bermuda (except that required for their business and held by way of lease or tenancy for terms of not more than 50 years) without the express authorization of the Bermuda legislature, (ii) the taking of mortgages on land in Bermuda to secure an amount in excess of $50,000 without the consent of the Minister of Finance, (iii) the acquisition of any bonds or debentures secured by any land in Bermuda, other than certain types of Bermuda government securities or (iv) the carrying on of business of any kind in Bermuda, except in furtherance of their business carried on outside Bermuda or under license granted by the Minister of Finance. While an insurer is permitted to reinsure risks undertaken by any company incorporated

in Bermuda and permitted to engage in the insurance and reinsurance business, generally it is not permitted without a special license granted by the Minister of Finance to insure Bermuda domestic risks or risks of persons of, in or based in Bermuda.

Maiden Holdings and Maiden Insurance also need to comply with the provisions of the Companies Act regulating the payment of dividends and making distributions from contributed surplus. The Companies Act provides that a company shall not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that (i) the company is, or would after the payment be, unable to pay its liabilities as they become due, or (ii) the realizable value of the company’s assets would thereby be less than the aggregate of its liabilities and its issued share capital and share premium accounts.

Under Bermuda law and our bye-laws, we may indemnify our directors, officers or any other person appointed to a committee of our board of directors (and their respective heirs, executors or administrators) to the full extent permitted by law against all actions, costs, charges, liabilities, loss, damage or expense incurred or suffered by such person by reason of any act done, concurred in or omitted in the conduct of our business or in the discharge of his/her duties; provided that such indemnification shall not extend to any matter involving any fraud or dishonesty (as determined in a final judgment or decree not subject to appeal) on the part of such director, officer or other person.

Under Bermuda law, non-Bermudians (other than spouses of Bermudians) may not engage in any gainful occupation in Bermuda without an appropriate governmental work permit. Maiden Insurance’s success may depend in part upon the continued services of key employees in Bermuda. A work permit may be granted or renewed upon showing that, after proper public advertisement, no Bermudian (or spouse of a Bermudian or a holder of a permanent resident’s certificate or holder of a working resident’s certificate) is available who meets the minimum standards reasonably required by the employer. The Bermuda government’s policy places a six-year term limit on individuals with work permits, subject to certain exemptions for key employees. A work permit is issued with an expiry date (up to five years) and no assurances can be given that any work permit will be issued or, if issued, renewed upon the expiration of the relevant term. If work permits are not obtained, or are not renewed, for Maiden Insurance’s principal employees, Maiden Insurance would lose their services, which could materially affect Maiden Insurance’s business.

Members of the general public have the right to inspect public documents at the office of the Registrar of Companies in Bermuda. This includes Maiden Holdings’ memorandum of association (including its objects and powers), any alteration to it and any documents relating to an increase or reduction of authorized capital. Maiden Holdings’ shareholders have the additional right to inspect its bye-laws, minutes of general meetings and audited financial statements, which must be presented to the general meeting of shareholders. The register of Maiden Holdings’ shareholders is also open to inspection by shareholders and members of the public without charge. Maiden Holdings is required to maintain a share register in Bermuda but may establish a branch register outside Bermuda. Maiden Holdings is required to keep at its registered office a register of its directors and officers, which is open for inspection by members of the public without charge. However, Bermuda law does not provide a general right for shareholders to inspect or obtain copies of any other corporate records.

United States Regulation

Credit for Reinsurance

U.S.-licensed insurers that act as reinsurers (by assuming insurance risk) are generally subject to insurance regulation and supervision in their domiciliary jurisdiction that is similar to the regulation of U.S. licensed insurers that act as licensed primary insurers. However, the terms and conditions of reinsurance agreements generally are not subject to regulation by any governmental authority with respect to rates or policy terms. This contrasts with primary insurance policies and agreements, the rates and terms of which generally are regulated by state insurance regulators. As a practical matter, however, the rates charged by primary insurers do have an effect on the rates that can be charged by reinsurers.

A primary insurer ordinarily will enter into a reinsurance agreement only if it can obtain credit for the reinsurance ceded on its statutory financial statements. In general, credit for reinsurance is allowed in the following circumstances:

- if the reinsurer is licensed in the state in which the primary insurer is domiciled or, in some instances, in certain states in which the primary insurer is licensed;
- if the reinsurer is an "accredited" or otherwise approved reinsurer in the state in which the primary insurer is domiciled or, in some instances, in certain states in which the primary insurer is licensed;
- in some instances, if the reinsurer (a) is domiciled in a state that is deemed to have substantially similar credit for reinsurance standards as the state in which the primary insurer is domiciled and (b) meets financial requirements; or
- if none of the above apply, to the extent that the reinsurance obligations of the reinsurer are secured appropriately, typically through the posting of a letter of credit for the benefit of the primary insurer or the deposit of assets into a trust fund established for the benefit of the primary insurer.

As a result of the requirements relating to the provision of credit for reinsurance, Maiden Insurance will be indirectly subject to some regulatory requirements imposed by jurisdictions in which ceding companies are licensed. Because we anticipate that Maiden Insurance will not be licensed, accredited or otherwise approved by or domiciled in any state in the United States, primary insurers may only be willing to cede business to Maiden Insurance if we provide adequate security to allow the primary insurer to take credit on its balance sheet for the reinsurance it purchases. We will only be able to provide adequate security, typically through the posting of a letter of credit or deposit of assets into a trust fund for the benefit of the primary insurer, if we have in place a letter of credit facility or are otherwise able to provide necessary security. We do not yet have a letter of credit facility or any commitment from a lender to provide that facility. We cannot assure you that we will be able to obtain a credit facility on terms acceptable to us. Also, if we fail to put in place a Regulation 114 trust, and are unable to otherwise provide the necessary security, insurance companies may be less willing to purchase our reinsurance products than if we had established such a trust. If this is the case, there may be a material adverse effect on our results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Reinsurance Security Trust Accounts and Other Collateral." With respect to the reinsurance we assume from AmTrust's U.S. insurance company subsidiaries through AII, please see "Certain Relationships and Related Transactions — Our Arrangements with AmTrust and its Subsidiaries — Quota Share Reinsurance Agreement and Master Agreement — Loans and Other Collateral."

Operations of Maiden Insurance

Maiden Insurance will not be licensed or otherwise authorized by any state of the U.S. to transact insurance. The insurance laws of each state of the United States and of many other countries regulate or prohibit the sale of insurance and reinsurance within their jurisdictions by insurers and reinsurers that are not authorized to transact insurance within such jurisdictions. We do not intend to allow Maiden Insurance to transact insurance through an office in the U.S. We also do not intend to allow Maiden Insurance to solicit, advertise, settle claims or conduct other insurance activities in any jurisdiction without a license, unless it can do so pursuant to a relevant exemption provided under such jurisdiction's laws governing the transaction of insurance, such as surplus lines insurance placements made in accordance with state surplus lines insurance laws. We intend to operate Maiden Insurance in compliance with the U.S. state and federal laws; however, it is possible that, in the future, a U.S. regulatory agency may raise inquiries or challenges to Maiden Insurance's reinsurance activities.

MANAGEMENT

Directors and Officers of Maiden Holdings

Our board of directors currently consists of five directors and has one vacancy. Our directors each serve for a term expiring at the 2008 annual general shareholders' meeting. The following table sets forth certain information regarding our executive officers and directors:

Name	Age	Title
Barry D. Zyskind	36	Chairman of the Board
Max G. Caviet	54	President, Chief Executive Officer and Director
Joseph T. Gaito	45	Senior Vice President and Chief Underwriting Officer of Maiden Insurance
Michael J. Tait	47	Chief Financial Officer
Ben Turin	42	Chief Operating Officer, General Counsel and Assistant Secretary
James A. Bolz	48	Senior Vice President – Underwriting of Maiden Insurance

Raymond M. Neff	66	Vice Chairman of the Board
Simcha Lyons	60	Director
Steven H. Nigro	47	Director

Barry D. Zyskind *— Chairman of the Board of Directors* – Mr. Zyskind has served as non-executive Chairman of our board of directors since June 2007. For the last five years, Mr. Zyskind also has served as the President and Chief Executive Officer of AmTrust and as a director of AmTrust's wholly owned subsidiaries, TIC, RIC, WIC, AII and AIU and, since September 7, 2007, AIIC. Mr. Zyskind also serves as a director of American Stock Transfer & Trust Company. Prior to joining AmTrust, Mr. Zyskind was an investment banker at Janney Montgomery Scott, LLC in New York. Mr. Zyskind received an M.B.A. from New York University's Stern School of Business in 1997.

Max G. Caviet *— President and Chief Executive Officer* – Mr. Caviet has served as our President and Chief Executive Officer since July 2007. Prior to joining Maiden, Mr. Caviet has served as the President and a director of AII and AIU since 2003. From 1994 to 2003, Mr. Caviet was Engineering and Extended Warranty Underwriter with Trenwick International Limited, a reinsurance company. In 1990, Mr. Caviet joined Crowe Underwriting Agency Ltd. as its Engineering and Extended Warranty Underwriter. In 1982, Mr. Caviet joined CIGNA Insurance Company of North America (UK) Ltd. as a Senior Underwriter for Special Risks and was promoted to Engineering and Underwriting Manager. Between 1972 and 1982, Mr. Caviet was an underwriter and team leader, specializing in engineering risks, at British Engine Insurance Company.

Joseph T. Gaito *— Senior Vice President and Chief Underwriting Officer* – Mr. Gaito has served as Senior Vice President and Chief Underwriting Officer of Maiden Insurance since October 2007. Prior to joining Maiden Insurance, Mr. Gaito served as the Vice President of Underwriting of AmTrust Underwriters, Inc., an AmTrust subsidiary, since 2005. From 2002 to 2005 Mr. Gaito served as Vice President and Underwriting/Insurance Program Department Manager at Alea Alternative Risk. Mr. Gaito has over 15 years of underwriting experience, predominantly involving reinsurance transactions in managerial and executive capacities. Mr. Gaito received his BA from Iona College, NY in 1984 with a major in Finance and a minor in Economics.

Michael J. Tait *— Chief Financial Officer* – Mr. Tait joined Maiden as our Chief Financial Officer in November 2007. Prior to joining Maiden, Mr. Tait served as the Chief Financial Officer of Marsh's Global Captive Solutions Group since December 2005. Prior to being named Chief Financial Officer, he served as Director, Client Services of Marsh Management Services (Bermuda) Limited for almost nine years. Mr. Tait received his degree in Business Administration from the University of Dundee, Scotland in 1981 and is a member of the Institute of Chartered Accountants of Scotland.

Ben Turin *— Chief Operating Officer, General Counsel and Assistant Secretary* – Mr. Turin has served as our Chief Operating Officer, General Counsel and Assistant Secretary since July 2007. Prior to joining Maiden, Mr. Turin served as the General Counsel - US Operations of AmTrust from March 2007 through June 2007. From 2006 to 2007 he served as Vice President, General Counsel and Secretary of Econnergy Energy Company, Inc. (a retail marketer of natural gas and electricity). From 2000 to 2006, Mr. Turin was

engaged in the private practice of law with the law firms of Windels, Marx, Lane & Mittendorf LLP (2005-2006); Ellenoff Grossman & Schole LLP (2003-2005) and Vinson & Elkins LLP (2000-2002). Mr. Turin received his J.D. from the University of Houston Law Center in 2000.

James A. Bolz *— Senior Vice President – Underwriting of Maiden Insurance* – Mr. Bolz has served as Senior Vice President – Underwriting of Maiden Insurance since October 2007. Prior to joining Maiden Insurance, Mr. Bolz served as Second Vice President of Marketing of Discover Re since 2005. From 1998 to 2005 Mr. Bolz served as Senior Vice President, Alea Group at Alea Group Holdings (Bermuda) Ltd. Mr. Bolz has approximately 25 years of insurance and reinsurance experience in managerial and executive capacities. In addition to his extensive treaty reinsurance background, Mr. Bolz has a broad knowledge of specialized insurance program structures and the market for them. Mr. Bolz holds two B.A. degrees from the State University of New York at Geneseo.

Raymond M. Neff *— Vice Chairman of the Board of Directors* – Mr. Neff has been a member of our board of directors since June 2007. Since 1999, Mr. Neff has served as President of Neff & Associates Insurance Consulting, Inc. and Insurance Home Office Services, LLC. He is also Chairman of the Board of the Florida Workers' Compensation Joint Underwriting Association and a member of the Florida Joint Underwriting Association Board. He previously worked at FCCI Insurance Group (a property and casualty insurance company) as President and CEO from 1986 to 1998 and as Executive Vice President and Chief Operating Officer from 1985 to 1986. From 1979 to 1986, Mr. Neff held various positions at the Department of Labor and Employment Security and the Department of Insurance for the State of Florida. From 1965 to 1979, he worked at W.W. Stribling Associates (1978-1979) (an insurance consulting group); Kenny Corporation (1973-1978) (a multi-line insurance agency); Foremost Life Insurance Company (1969-1973); and the Department of Insurance for the State of Michigan (1965-1969). Mr. Neff received his Masters of Arts, Actuarial Science, from the University of Michigan in 1965.

Simcha Lyons *— Director* – Mr. Lyons has been a member of our board of directors since June 2007. Since 2005, Mr. Lyons has served as a senior advisor to the Ashcroft Group, LLC of Washington, D.C., a strategic consulting firm founded by the former Attorney General of the United States, John Ashcroft. Since 2003, he has also served as chairman of Lyons Global Advisors LTD, a political consulting firm. Prior to 2002, Mr. Lyons was Vice-Chairman of Raskas Foods of St. Louis, Missouri, a family owned business that manufactured cream cheese, sour cream, and blue cheese products for the supermarket industry, the food service industry and the food processing industry.

Steven H. Nigro *— Director* – Mr. Nigro has been a member of our board of directors since July 2007. Mr. Nigro has over 25 years of experience in financial services and specializes in corporate and structured finance in the insurance industry. In 2005, he co-founded Pfife Hudson Group, an investment bank specializing in corporate finance, structured finance and asset management with a specialty in the insurance industry. From 2002 to 2005, Mr. Nigro was a managing director at Rhodes Financial Group, LLC and from 1998 to 2002, he was a managing director at Hales & Company, both financial advisory firms catering exclusively to the insurance industry. From 1994 to 1997, he was Chief Financial Officer and Treasurer of Tower Group, Inc., an insurance holding company, where he was responsible for financial and regulatory management, strategic planning and corporate finance. Mr. Nigro

has also served as a managing director at Cantor Fitzgerald Securities Corp., a securities broker-dealer specializing in derivatives, and OTA Limited Partnership, a merchant banker specializing in the financial services industry, where he was involved in the acquisitions and financial management of the firm's broker-dealer, savings and loan and insurance companies. Mr. Nigro is also a Certified Public Accountant in New York.

Michael Karfunkel and George Karfunkel, two of our Founding Shareholders, have non-voting observer rights with respect to the board of directors and board committees.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, each comprised entirely of independent directors within the meaning of the rules of the NASDAQ Global Market and the New York Stock Exchange. In addition, our board of directors has established an executive committee.

Executive Committee

The executive committee assists our board of directors in providing guidance on our overall strategy, business development and corporate oversight. The executive committee, to the extent it deems advisable and appropriate, will, among its other responsibilities, recommend positions for us on significant, relevant public policy issues. In addition, the executive committee exercises the power and authority of our board of directors between board meetings, except that the executive committee cannot authorize actions with respect to the following:

- any issuance of equity securities by us;
- adoption, amendment or repeal of our bye-laws;
- a merger, amalgamation or acquisition between us and another company;
- a sale of all or substantially all of our assets;
- our liquidation or dissolution;
- any action that, pursuant to resolution of the board of directors, applicable law or the rule of any securities exchange or automated inter-dealer quotation system on which any of our securities are traded, is reserved to any other committee of the board of directors;
- any action or matter expressly required by any provision of our bye-laws or our memorandum of association or the laws of the Bermuda to be submitted to shareholders for approval; or
- any action that is in contravention of specific directions given by the full board of directors.

Mr. Caviet is the chairman of our executive committee and the other member of our executive committee is Mr. Zyskind.

Audit Committee

The audit committee assists our board of directors in monitoring the integrity of our financial statements, the independent auditor's qualifications and independence, performance of our independent auditors and our compliance with legal and regulatory requirements. The audit committee's responsibilities also include appointing (subject to shareholder ratification), reviewing, determining funding for and overseeing our independent auditors and their services. Further, the audit committee, to the extent it deems necessary or appropriate, among its several other responsibilities, shall:

- review and approve all related party transactions, including those with AmTrust and our Founding Shareholders, as well as any subsequent modifications thereto, for actual or potential conflict of interest situations on an ongoing basis;
- review and discuss with appropriate members of our management and the independent auditors our audited financial statements, related accounting and auditing principles, practices and disclosures;
- review and discuss our audited annual and unaudited quarterly financial statements prior to the filing of such statements;
- establish procedures for the receipt, retention and treatment of complaints we receive regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by employees of concerns regarding our financial statements or accounting policies;
- review reports from the independent auditors on all critical accounting policies and practices to be used for our financial statements and discuss with the independent auditor the critical accounting policies and practices used in the financial statements;
- obtain reports from our management and internal auditors that we, our subsidiary and affiliated entities are in compliance with the applicable legal requirements and our Code of Business Conduct and Ethics, and advise our board of directors about these matters; and
- monitor the adequacy of our operating and internal controls as reported by management and the independent or internal auditors.

Mr. Neff is the chairman of our audit committee and the other members of our audit committee are Messrs. Lyons and Nigro.

Compensation Committee

The compensation committee's responsibilities include, among other responsibilities:

- reviewing and approving corporate and individual goals and objectives relevant to the compensation of our Chief Executive Officer and other executive officers;
- evaluating the performance of our Chief Executive Officer and other executive officers in light of such corporate and individual goals and objectives and, based on that evaluation, together with the other independent directors if directed by the board of directors, determining the base salary and bonus of the Chief Executive Officer and other executive officers and reviewing the same on an ongoing basis;
- reviewing all related party transactions involving compensatory matters, including those with AmTrust and our Founding Shareholders;
- establishing and administering equity-based compensation under the 2007 Share Incentive Plan and any other incentive plans and approving all grants made pursuant to such plans; and
- making recommendations to our board of directors regarding non-employee director compensation and any equity-based compensation plans.

Mr. Nigro is the chairman of our compensation committee and the other member of our compensation committee is Mr. Neff.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee's responsibilities with respect to assisting our board of directors include, among other responsibilities:

- establishing the criteria for membership on our board of directors;
- reviewing periodically the structure, size and composition of our board of directors and making recommendations to the board as to any necessary adjustments;
- identifying individuals qualified to become directors for recommendation to our board of directors;
- identifying and recommending for appointment to our board of directors, directors qualified to fill vacancies on any committee of our board of directors;
- having sole authority to select, retain and terminate any consultant or search firm to identify director candidates and having sole authority to approve the consultant or search firm's fees and other retention terms;
- considering matters of corporate governance, developing and recommending to the board a set of corporate governance principles and our code of business conduct and ethics, as well as recommending to the board any modifications thereto;
- considering questions of actual or possible conflicts of interest, including related prior transactions, of members of our board of directors and of senior executives of our Company;
- developing and recommending to our board of directors for its approval an annual board and committee self-evaluation process to determine the effectiveness of their functioning; and
- exercising oversight of the evaluation of the board, its committees and management.

Mr. Lyons is the chairman of our nominating and corporate governance committee and the other member is Mr. Nigro.

Corporate Governance Guidelines and Code of Business Conduct and Ethics

We have adopted corporate governance guidelines and a code of business conduct and ethics that apply to all of our directors, officers and employees. These documents will be made available in print, free of charge, to any shareholder requesting a copy in writing from our company secretary at our office located at 7 Reid Street, Hamilton HM 11, Bermuda. A copy of our code of business conduct and ethics also will be available in the near future on our website at www.maiden.bm.

Compensation Disclosure and Analysis

The material elements of our compensation philosophy, strategy and plans as of the date of this prospectus are discussed below.

Overview

At this initial stage of our development, the objectives of our executive compensation policy will be to retain those executives whom we believe will be essential to our growth, to attract other talented and dedicated executives and to motivate each of our executives to develop our overall profitability. To achieve these goals, we intend to offer each executive an overall compensation package that is simple, but competitive and a substantial portion of which will be tied to the achievement of specific performance objectives. Our overall strategy is to compensate our named executive officers with a simple mix of cash compensation, in the form of base salary and bonus, and equity compensation, in the form of share options and restricted share awards.

We have not to date retained a compensation consultant. Compensation decisions, including those relating to the employment agreements to be offered to certain of our named executive officers, will be made by our board of directors upon the recommendation of the compensation committee. Mr. Caviet will be involved in making recommendations to the board of directors regarding the compensation arrangements for other executives.

Prior to the completion of the private offering, Mr. Caviet, our Chief Executive Officer, Mr. Pipoly, our former interim Chief Financial Officer, Mr. Turin, our Chief Operating Officer, General Counsel and Assistant Secretary, and Mr. Gaito, the Senior Vice President and Chief Underwriting Officer of Maiden Insurance, were employed by AmTrust and Mr. Caviet and Mr. Pipoly

continue to be employed by AmTrust. In the case of Mr. Caviet, his employment with AmTrust will continue for a transition period. Mr. Caviet has entered into a provisional employment agreement with us for the term of the transition period, as described in more detail below, under which he will gradually transition his responsibilities to his replacement at AmTrust while simultaneously increasing his involvement with us. Mr. Turin has entered into a provisional employment agreement with us for the term of the transition period, as described in more detail below. We have entered into employment agreements with Mr. Tait, Mr. Gaito and Mr. Bolz, the Senior Vice President – Underwriting of Maiden Insurance. Additionally, we are currently negotiating definitive long-term employment agreements with Messrs. Caviet and Turin.

During the transition period and until our permanent Chief Financial Officer, Michael Tait, began his employment with us in November 2007, we also reimbursed AmTrust for a proportionate share (based on the amount of time he devoted to our company) of Mr. Pipoly's current base salary, which is $300,000.

Executive Compensation

Our executive compensation policy includes the following elements:

Base Salary. The base salaries we provide to our named executive officers are designed to provide an annual salary at a level consistent with individual experience, skills and contributions to our business. The salaries of the named executive officers will be reviewed on an annual basis.

Bonus. We believe that bonuses should be dependent on, and strictly tied to, the Company's performance and should only be paid in the event of superior performance. Our bonus policy awards each named executive officer for his individual contribution to our profits for the fiscal year. The definitive employment agreements for each of our named executive officers will specify annual bonus targets for each executive. The board of directors, acting without participation by the affected executives, will approve bonus payments for the named executive officers. The board of directors will approve bonus payments for Mr. Caviet, Mr. Turin, Mr. Tait, Mr. Gaito and Mr. Bolz with respect to 2007, based on each executive's personal contribution to the Company's profits during the fiscal year, which will not be less than 20% of the respective salaries we pay them. These bonuses will be paid after the close of the calendar year.

Long-Term Incentive Program. We believe that the use of common shares and share-based awards offers the best approach to achieving our compensation goals as equity ownership ties a considerable portion of a named executive officer's compensation to the performance of our common shares. We have not adopted share

ownership guidelines for our named executive officers. We have adopted a share incentive plan, as described below, which provides the principal method for our named executive officers to acquire equity interests in the Company.

2007 Share Incentive Plan. Our board of directors and shareholders have adopted the 2007 Share Incentive Plan. The Plan is intended to award our employees and named executive officers with proprietary interests in the Company and to provide an additional incentive to promote our success and to remain in our service. The 2007 Share Incentive Plan authorizes us to grant incentive share options, non-qualified share options and restricted share awards to our employees, officers, directors and consultants. Our compensation committee oversees the administration of the Plan. 2,800,000 or our common shares are reserved for issuance under the 2007 Share Incentive Plan, of which no more than 700,000 may be used for restricted share awards. We have granted options to purchase 711,000 shares in the aggregate to our senior executives and non-employee directors.

Share Options. Upon the closing of the private offering, we awarded 300,000 options to Mr. Caviet, 50,000 options to Mr. Pipoly, and 75,000 options to Mr. Turin at an exercise price of $10.00 per share. On October 23, 2007, we awarded Mr. Gaito and Mr. Bolz 150,000 and 50,000 options, respectively, at an exercise price of $10.00 per share. On November 6, 2007, we awarded Mr. Tait 50,000 options at an exercise price of $10.00 per share. The options were granted under the 2007 Share Incentive Plan and will vest under the schedule described below. To the extent permitted by law, the share options are incentive stock options within the meaning of section 422 of the Code. Share options were granted at an exercise price equal to the fair market value of our common shares on the date of grant as determined by our board of directors based on the share price of our private offering. We expect that future grants will have an exercise price equal to the fair market value of our common shares on the date of grant. For determining the expense to record on our books of record, we used the Black-Scholes method consistent with FAS 123R accepted methodology, and we expect the same will apply to future grants. Inputs into the calculation revolving around volatility were computed using statistics for other similar size public companies. Under the 2007 Share Incentive Plan, unless otherwise determined by the compensation committee and provided in an award agreement, 25% of the options will become exercisable on the first anniversary of the grant date, with an additional 6.25% of the options vesting each quarter thereafter based on the executive's continued employment over a four-year period, and will expire ten years (five years in the case of options intended to qualify as incentive stock options that are issued to any person who owns shares representing more than 10% of the total combined voting power of all classes of our shares) after the date of grant.

Restricted Shares. Our board of directors may in the future elect to make grants of restricted shares to our named executive officers. Under the 2007 Share Incentive Plan, unless otherwise determined by the compensation committee and provided in an award agreement, 25% of the restricted share award will become exercisable on the first anniversary of the grant date, with an additional 6.25% of the restricted share award vesting each quarter thereafter based on the executive's continued employment over a four-year period.

Retirement Plan. We do not provide either a qualified or non-qualified pension plan for our named executive officers. However, it is intended that all of our employees will be eligible to participate in pension plans which will be established on their behalf.

Change in Control and Severance Arrangements. The provisional employment agreements for each of our named executive officers do not contain change in control provisions, nor do we intend to include such provisions in the definitive employment agreements for Messrs. Caviet and Turin. We do not maintain change in control agreements with any of our named executive officers. We do not provide any other severance benefits, other than as may be provided in an executive's employment agreement.

Perquisites and Other Benefits. As a general matter, we plan to limit the use of perquisites in compensating our senior management. We maintain health and welfare programs to provide life, health and disability benefits to our employees. Our named executive officers participate in these plans on the same terms as other employees. Under the terms of the employment agreements, we reimburse Messrs. Caviet, Turin, Tait, Gaito and Bolz for reasonable travel and out-of-pocket expenses that they incur in the performance of their functions, duties and responsibilities.

Employment Agreements

Below is a summary of the employment agreements we have entered into with certain of our named executive officers. We do not currently maintain key man life insurance policies with respect to any of our senior management.

Max G. Caviet

We have entered into a provisional employment agreement with Mr. Caviet under which he has agreed to serve as our President and Chief Executive Officer. The term of the employment agreement will end upon the expiration of the transition period (which will not extend beyond December 31, 2007) unless terminated earlier pursuant to the terms of the employment agreement. Mr. Caviet continues to work for AmTrust during the transition period and receives cash compensation from AmTrust during such period, but is gradually transitioning his responsibilities to others at AmTrust while simultaneously increasing his involvement with us, and the Company is reimbursing AmTrust for the proportionate amount of time that Mr. Caviet devotes to the Company during the transition period. Mr. Caviet's cash compensation is based on his current annual salary of £250,000. We are currently negotiating and expect to enter into a definitive long-term employment agreement with Mr. Caviet. If we do not sign a definitive long-term employment agreement with Mr. Caviet before the end of the transition period, he will not continue as an employee of our Company after December 31, 2007.

Mr. Caviet was awarded 300,000 options pursuant to the 2007 Share Incentive Plan as described above. If Mr. Caviet does not enter into a long-term employment agreement with us by December 31, 2007, he will forfeit 250,000 of his options.

Under his provisional employment agreement, Mr. Caviet is eligible to receive a profit bonus as described above.

Under his provisional employment agreement, we are able to terminate Mr. Caviet's employment at any time for "cause" and, upon such an event, we will have no further compensation or benefit obligation to Mr. Caviet after the date of termination. Cause is defined in the agreement as (i) a material breach of the employment agreement by the executive, but only if such breach is not cured within 30 days following written notice by the Company to the executive of such breach, assuming such breach may be cured; (ii) conviction of any act or course of conduct involving moral turpitude; or (iii) engagement in any willful act or willful course of conduct constituting an abuse of office or authority that significantly and adversely affects our business or reputation. No act, failure to act or course of conduct on the executive's part will be considered willful unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in our best interests.

Under his provisional employment agreement, Mr. Caviet has agreed to keep confidential all information regarding the Company that he receives during the term of his employment and thereafter. Mr. Caviet also agreed that during his employment and for a three-year period beginning upon termination of his employment he will not solicit any of our customers with whom he had dealings or senior employees or solicit any entity that he knows has been contacted by us regarding a possible acquisition by us for purposes of acquiring that entity.

Ben Turin

We have entered into a provisional employment agreement with Mr. Turin under which he has agreed to serve as our Chief Operating Officer, General Counsel and Assistant Secretary. The term of the employment agreement will end upon the expiration of the transition period (which will not extend beyond December 31, 2007) unless terminated earlier pursuant to the terms of the employment agreement or extended until June 30, 2008. We are currently negotiating a definitive long-term employment agreement with Mr. Turin. If we are unable to reach a definitive long-term agreement with Mr. Turin, he will remain in his position with our Company as an at-will employee.

Mr. Turin's annual base salary is $275,000, which is subject to annual review by the board of directors. Mr. Turin was awarded 75,000 options pursuant to the 2007 Share Incentive Plan as described above.

Under the provisional employment agreement, Mr. Turin is eligible to receive a profit bonus as described above.

Under his provisional employment agreement, we are able to terminate Mr. Turin's employment at any time for "cause" and, upon such an event, we will have no further compensation or benefit obligation to Mr. Turin after the date of termination. Cause is defined in the agreement as (i) a material breach of the employment agreement by the executive, but only if such breach is not cured within 30 days following written notice by the Company to the executive of such breach, assuming such breach may be cured; (ii) conviction of any act or course of conduct involving moral turpitude; or (iii) engagement in any willful act or willful course of conduct constituting an abuse of office or authority that significantly and adversely affects our business or reputation. No act, failure to act or course of conduct on the executive's part will be considered willful unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in our best interests.

Under his provisional employment agreement, Mr. Turin has agreed to keep confidential all information regarding the Company that he receives during the term of his employment and thereafter. Mr. Turin also agreed that during his employment and for a three-year period beginning upon termination of his employment he will not solicit any of our customers with whom he had

dealings or senior employees or solicit any entity that he knows has been contacted by us regarding a possible acquisition by us for purposes of acquiring that entity.

Michael J. Tait, Joseph T. Gaito and James A. Bolz

We have entered into employment agreements with Mr. Tait under which he has agreed to serve as our Chief Financial Officer, with Mr. Gaito under which he has agreed to serve as Senior Vice President and Chief Underwriting Officer of Maiden Insurance and with Mr. Bolz under which he has agreed to serve as Senior Vice President – Underwriting of Maiden Insurance. The term of the employment agreement will end on October 23, 2010 (three years from the effective date) in the case of Mr. Gaito and October 23, 2009 (two years from the effective date) in the case of Mr. Bolz and on November 6, 2009 (two years from the effective date) in the case of Mr. Tait, unless terminated earlier pursuant to the terms of the employment agreement. The employment agreement will automatically renew for successive three year periods in the case of Mr. Gaito or two year periods in the case of Mr. Tait and Mr. Bolz, unless the Company or the employee provides adequate notice of its or his intention not to renew the employment agreement.

Mr. Tait's annual base salary is $200,000, which is subject to annual review by the board of directors. Mr. Tait was awarded 50,000 options pursuant to the 2007 Share Incentive Plan as described above.

Mr. Gaito's annual base salary is $300,000, which is subject to annual review by the board of directors. Mr. Gaito was awarded 150,000 options pursuant to the 2007 Share Incentive Plan as described above.

Mr. Bolz's annual base salary is $250,000, which is subject to annual review by the Chief Executive Officer of the Company. Mr. Bolz was awarded 50,000 options pursuant to the 2007 Share Incentive Plan as described above.

Under their employment agreements, Mr. Tait, Mr. Gaito and Mr. Bolz are each eligible to receive a profit bonus as described above.

Under their employment agreements, we are able to terminate Mr. Tait's, Mr. Gaito's or Mr. Bolz's employment at any time for "cause" and, upon such an event, we will have no further compensation or benefit obligation to Mr. Tait, Mr. Gaito or Mr. Bolz after the date of termination. Cause is defined in the agreement as (i) a material breach of the employment agreement by the executive, but only if such breach is not cured within 30 days following written notice by the Company to the executive of such breach, assuming such breach may be cured; (ii) conviction of any act or course of conduct involving moral turpitude; or (iii) engagement in any willful act or willful course of conduct constituting an abuse of office or authority that significantly and adversely affects our business or reputation. No act, failure to act or course of conduct on the executive's part will be considered willful unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in our best interests.

Under their employment agreements, Mr. Tait, Mr. Gaito and Mr. Bolz have agreed to keep confidential all information regarding the Company that they receive during the term of their employment and thereafter. Messrs. Tait, Gaito and Bolz also agreed that during their employment and for a two-year period beginning upon termination of their employment they will not solicit any of our customers with whom they had dealings

or senior employees or solicit any entity that they know has been contacted by us regarding a possible acquisition by us for purposes of acquiring that entity.

Non-Employee Director Compensation

We pay an annual retainer of $55,000 to each non-employee director of the Company. In addition, each non-employee director receives a fee of $2,000 for each meeting of the board of directors attended in person. Each non-employee director who chairs a committee also receives an annual retainer of $5,000, as well as $1,000 for each meeting of such committee of the board chaired. Each non-employee director receives a fee of $1,000 for attendance at each meeting of a committee of the board of directors on which he or she sits. We also reimburse our directors for reasonable expenses they incur in attending meetings of the board of directors or committees. Directors may also be eligible in the future for awards under the 2007 Share Incentive Plan. A director does not receive a fee for any board of directors meeting or committee meeting he or she does not attend in person or for any committee meeting he or she attends as a non-committee member.

At the closing of the private offering, each non-employee director received an initial grant of 12,000 options under the 2007 Share Incentive Plan described above, to purchase our common shares with an exercise price equal to $10.00 per share, which the board of directors determined to be the fair market value of our shares on the date of grant based on the share price of our private offering, which closed on that date. For determining the expense to record on our books, we used the Black-Scholes method consistent with FAS 123R accepted methodology, and we expect the same will apply to future grants. These options will vest on the first anniversary of the grant. In the future, on the anniversary of the date he or she joined the board of directors, each non-employee director will receive an annual grant of 6,000 options to purchase our common shares with an exercise price equal to the fair market value on the grant date, which will vest on the first anniversary of the grant.

Mr. Zyskind has not accepted a retainer, any board of directors or committee fees or any options for his service as Chairman of our board of directors.

Compensation Committee Interlocks and Insider Participation

All the members of our compensation committee are independent directors.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Founding Shareholders and Related Agreements

We were formed in June of 2007. In connection with our formation and capitalization, we issued 7,800,000 of our common shares, then representing 100% of our outstanding common shares, to the Founding Shareholders in consideration of their collective investment of $50 million in us. Currently, the common shares held by the Founding Shareholders represent 13.1% of our outstanding common shares. In connection with our formation and capitalization, we also issued 10-year warrants to the Founding Shareholders to purchase up to an additional 4,050,000 common shares at an exercise price equal to $10.00 per share, which shares represent 6.4% of our common shares outstanding, assuming the exercise of all warrants. The shares held by the Founding Shareholders, together with the shares issuable upon exercise of the Founding Shareholders' warrants, represent 18.6% of our outstanding common shares assuming the exercise of all warrants. All of the Founding Shareholders' warrants will expire 10 years from the date of issuance. To the extent the Founding Shareholders exercise all or part of their warrants, our common shares issued upon such exercise will be subject to "lock-up" restrictions preventing transfer by the Founding Shareholders of any such shares for three years from the date of issuance of such warrants. The warrants were issued to our Founding Shareholders in recognition of the value received from them, which included the development of our business strategy, the development of the private offering to raise initial funds for our operations, and the recruitment of certain executives to us. The 4,050,000 common shares issuable upon exercise of the warrants is based on what we believed would be an acceptable percentage of common shares to grant to our Founding Shareholders upon exercise of the warrants to compensate them for their contributions to us.

We have granted registration rights to Friedman, Billings, Ramsey & Co., Inc. for the benefit of the investors in the private offering and to the Founding Shareholders for their benefit and the benefit of their direct and indirect transferees of shares. The registration statement of which this prospectus is a part has been filed in accordance with our obligations under the related registration rights agreement. These registration rights are described under "Description of Share Capital—Registration Rights" below.

Our transfer agent, American Stock Transfer & Trust Company, is controlled by George Karfunkel and Michael Karfunkel, two of our Founding Shareholders.

As described in this prospectus, our Founding Shareholders, Michael Karfunkel, George Karfunkel and Barry Zyskind, are Chairman of the Board of Directors, Director and Chief Executive Officer of AmTrust, respectively. The Founding Shareholders own 57% of the outstanding shares of AmTrust.

Our Arrangements with AmTrust and its Subsidiaries

Quota Share Reinsurance Agreement and Master Agreement

General. On July 3, 2007 we entered into a master agreement with AmTrust, which was amended on September 17, 2007. Pursuant to the terms of the master agreement, as so amended, (i) AmTrust agreed to cause its Bermuda reinsurance affiliate, AII, to reinsure the AmTrust Ceding Insurers to the extent required to enable AII to cede to Maiden Insurance 40% of the AmTrust Ceding Insurers' gross written premiums in respect of covered business, net of the cost of unaffiliated inuring reinsurance (and net of commissions, in the case of IGI), and 40% of the AmTrust Ceding Insurers' Ultimate Net Loss related thereto, and (ii) we agreed to cause Maiden Insurance to reinsure such business.

In addition, on September 17, 2007, Maiden Insurance entered into a quota share reinsurance agreement with AII (the "Reinsurance Agreement"). Under the Reinsurance Agreement, Maiden Insurance assumes through AII 40% of the gross written premiums, net of the cost of unaffiliated inuring reinsurance and, in the case of IGI, net of commissions, and 40% of the Ultimate Net Loss of each AmTrust Ceding Insurer.

Quota Share and Limit of Liability. Pursuant to the Reinsurance Agreement, effective as of 12:01 a.m. on July 1, 2007 (the "Effective Time"), AII cedes to Maiden Insurance 40% of all Ultimate Net Loss each AmTrust Ceding Insurer incurs after July 1, 2007 as it relates to initial cession of unearned premium (in-force basis) and on a risk attaching basis as a result of premium cession on risks with policy inception dates after July 1, 2007 and during the term of the Reinsurance Agreement under all of their respective workers' compensation, specialty middle-market property and casualty (consisting of workers' compensation, general

liability, commercial property, commercial automobile liability and auto physical damage insurance placed through program underwriting agents), and specialty risk and extended warranty policies during the term of the Reinsurance Agreement (the "Policies"). The lines of insurance included in the Policies are the only kinds of insurance that the AmTrust Ceding Insurers currently write. Maiden Insurance's maximum liability in respect of a single reinsured loss under a Policy (without taking into account loss adjustment expenses, Extra-Contractual Obligations and Loss in Excess of Policy Limits (both as defined below)) shall not exceed $2,000,000. In addition, Maiden Insurance will not reinsure any risk under a Policy if the AmTrust Ceding Insurer's retention with respect to such risk exceeds $5 million. "Ultimate Net Loss" means the sum actually paid or to be paid by an AmTrust Ceding Insurer in settlement of losses for which it is liable, after making deductions for all unaffiliated inuring reinsurance, whether collectible or not, and all other recoveries, and shall include loss adjustment expenses, Extra-Contractual Obligations and Loss in Excess of Policy Limits.

For purposes of the Reinsurance Agreement, "Extra-Contractual Obligations" means liabilities not covered under any other provision of the Reinsurance Agreement and which arise from an action against AII, or, to the extent reinsured by AII, against an AmTrust Ceding Insurer, by an AmTrust Ceding Insurer's insured, an assignee of an AmTrust Ceding Insurer's insured or a third party claimant, by reason of alleged or actual negligence, fraud or bad faith on the part of AII or any AmTrust Ceding Insurer in handling a claim under a Policy (whether or not paid) subject to the Reinsurance Agreement, but in each case excluding fraudulent or criminal acts by a director or executive officer of AII or of an AmTrust Ceding Insurer and criminal acts by AII or an AmTrust Ceding Insurer. "Loss Adjustment Expenses" means court costs, post-judgment interest, and allocated investigation, adjustment and legal expenses of AII related to and charged to a specific claim file, but shall not include general overhead expenses of AII or salaries, per diem and other remuneration of AII's employees. "Loss in Excess of Policy Limits" means an amount that AII would

have been contractually obligated to pay had it not been for the limit of the original Policy, as a result of an action against it, or, to the extent reinsured by AII, against an AmTrust Ceding Insurer, by an AmTrust Ceding Insurer's insured, an assignee of an AmTrust Ceding Insurer's insured or a third party claimant, by reason of alleged or actual negligence, fraud or bad faith in rejecting an offer of settlement or in the preparation of the defense or in trial of any action against its insured or in the preparation or prosecution of an appeal consequent upon such action, but in each case excluding fraudulent or criminal acts by a director or executive officer of AII or of an AmTrust Ceding Insurer and criminal acts by AII or an AmTrust Ceding Insurer. AmTrust's existing excess of loss reinsurance for its workers' compensation business includes coverage for extra-contractual obligations and losses in excess of policy limits within the coverage layers of 100% of $9 million in excess of the first $1 million of losses and 90% of $110 million in excess of $20 million. However, AmTrust does not have excess of loss reinsurance coverage for extra-contractual obligations and losses in excess of policy limits between $10 million and $20 million. AmTrust has agreed to use commercially reasonable efforts to maintain excess reinsurance providing substantially the same protection as it currently maintains with respect to Extra-Contractual Obligations and Loss in Excess of Policy Limits during the term of the Reinsurance Agreement.

Premium and Ceding Commission. Not later than October 30, 2007, AII will transfer to Maiden Insurance an amount equal to 40% of the portion of the direct premiums attributable to the Policies that was unearned as of the Effective Time. Pending receipt of such amount, Maiden Insurance will not earn investment income on such amount. However, as of the Effective Time, Maiden Insurance began earning premiums from such amount as the unearned premiums included therein are earned over the term of the underlying Policies. AmTrust and Maiden have agreed that, if the mix of the lines of insurance business ceded under the Reinsurance Agreement, as determined from time to time, differs materially from the mix as of the effective date of the Reinsurance Agreement, the parties will negotiate in good faith an appropriate adjustment to the ceding commission rate payable by Maiden Insurance.

In addition, during the term of the Reinsurance Agreement, AII cedes to Maiden Insurance 40% of the AmTrust Ceding Insurers' gross written premiums in respect of business covered under the Reinsurance Agreement, net of the cost of unaffiliated inuring reinsurance (and, in the case of IGI, net of commissions paid by IGI under its Policies) (the "Subject Premium").

Maiden Insurance pays to AII a ceding commission. The ceding commission rate is initially 31% of the ceded Subject Premium and may be adjusted every six months beginning July 1, 2008 and every six months

thereafter, based on the net loss ratio of all business ceded under the Reinsurance Agreement from the Effective Time through the date that is six months prior to the adjustment date. The 31% ceding commission rate will increase by 0.5% for every 1.0% decline in the net loss ratio below 60% up to a maximum ceding commission of 32%, and will decrease by 0.5% for every 1.0% increase in the net loss ratio above 60%, subject to a minimum ceding commission of 30%. AII has agreed that the ceding commission includes provision for all commissions, taxes, assessments (other than assessments based on losses of an AmTrust Ceding Insurer) and all other expenses of whatever nature, except loss adjustment expenses.

Cessions of Additional Lines of Business. AmTrust has agreed that, if the AmTrust Ceding Insurers elect to write lines of insurance other than the Policies ("Additional Policies"), AII must offer Maiden Insurance the opportunity to reinsure the Additional Policies through AII pursuant to the Reinsurance Agreement. Any Additional Policies that Maiden Insurance elects to reinsure pursuant to the Reinsurance Agreement would be considered "Policies" for all purposes of the Reinsurance Agreement and would be subject to all of the terms and conditions of the Reinsurance Agreement, except that (a) the effective date of the reinsurance of the Additional Policies may be a date other than July 1, 2007 and (b) the formula to calculate the ceding commission payable in respect of the Additional Policies may be different than the ceding commission formula described in "— Premium and Ceding Commission" above.

Cessions by Additional AmTrust Affiliates. If AmTrust acquires a majority interest in an insurance company (an "Additional Company") that issues workers' compensation, specialty middle-market property and casualty (consisting of workers' compensation, general liability, commercial property, commercial automobile liability, and auto physical damage insurance placed through program underwriting agents) specialty risk and extended warranty policies, AmTrust has agreed to cause the Additional Company to cede to AII a quota share percentage of gross written premium, net of the cost of unaffiliated inuring reinsurance, and Ultimate Net Loss, sufficient to enable AII to cede 40% of the Additional Company's gross written premiums in respect of business covered under the Reinsurance Agreement to Maiden Insurance and Maiden Insurance has agreed to reinsure such business pursuant to the Reinsurance Agreement. In addition, pursuant to the master agreement, if an Additional Company issues policies covering lines of insurance other than those described above ("Other Additional Company Policies"), AII must offer to Maiden Insurance the opportunity to reinsure the Other Additional Company Policies pursuant to the Reinsurance Agreement. Any policies issued by an Additional Company and reinsured pursuant to the Reinsurance Agreement would be considered "Policies" for all purposes of the Reinsurance Agreement, and the Additional Company would be considered an "AmTrust Ceding Insurer" for all purposes of the Reinsurance Agreement, except that (a) the effective date and time of the reinsurance of those policies may be a date and time other than the Effective Time and (b) the formula to calculate the ceding commission payable in respect of the Other Additional Company Policies may be different than the ceding commission formula described in "— Premium and Ceding Commission" above. The master agreement provides that AmTrust will cause AII to reinsure AIIC when all regulatory approvals required for AIIC to enter into a reinsurance agreement with AII have been obtained.

Loans and Other Collateral. In order to provide RIC, TIC and WIC (and AIIC, when AII begins reinsuring it) with credit for reinsurance on their statutory financial statements, AII, as the direct reinsurer of the AmTrust Ceding Insurers, has established trust accounts ("Trust Accounts") for their benefit (and AII will establish a Trust Account for AIIC's benefit when all regulatory approvals required for AIIC to enter into a reinsurance agreement with AII have been obtained). Maiden Insurance has agreed to provide appropriate collateral to secure its proportional share under the Reinsurance Agreement of AII's obligations to the AmTrust Ceding Insurers to whom AII is required to provide collateral. This collateral may be in the form of (a) assets loaned by Maiden Insurance to AII, for deposit into the Trust Accounts, pursuant to a loan agreement to be entered into between those parties, (b) assets transferred by Maiden Insurance, for deposit into the Trust Accounts, (c) a letter of credit obtained by Maiden Insurance and delivered to an AmTrust Ceding Insurer on AII's behalf (a "Letter of Credit"), or (d) premiums withheld by an AmTrust Ceding Insurer at Maiden Insurance's request in lieu of remitting such premiums to AII ("Withheld Funds"). Maiden Insurance may

provide any or a combination of these forms of collateral, provided that the aggregate value thereof equals Maiden Insurance's proportionate share of its obligations under its reinsurance agreement with AII as described below. If collateral is required to be provided to any other AmTrust Ceding Insurers under applicable law or regulatory requirements, Maiden Insurance will provide collateral to the extent required, although

Maiden Insurance does not expect that such collateral will be required unless an AmTrust Ceding Insurer is domiciled in the United States. Maiden Insurance currently expects to satisfy its collateral requirements under the Reinsurance Agreement by lending assets to AII pursuant to a loan agreement to be entered into between those parties.

The amount of collateral Maiden Insurance is required to maintain, which is determined quarterly, equals its proportionate share of (a) the amount of ceded paid losses for which AII is responsible to such AmTrust Ceding Insurer but has not yet paid, (b) the amount of loss ceded reserves (including ceded reserves for claims reported but not resolved and losses incurred but not reported) for which AII is responsible to such AmTrust Ceding Insurer, and (c) the amount of ceded reserves for unearned premiums ceded by such AmTrust Ceding Insurer to AII. One or more forms of security described above must be maintained in the sum of these amounts until Maiden Insurance is no longer liable for its proportionate share of such obligations. Pursuant to the master agreement, if Maiden Insurance provides collateral by depositing assets in a Trust Account, AmTrust has agreed to cause the AmTrust Ceding Insurers not to commingle Maiden Insurance's assets with the AmTrust Ceding Insurer's other assets or with AII's assets if that AmTrust Ceding Insurer withdraws those assets.

AII has agreed that, if an AmTrust Ceding Insurer returns to AII excess assets withdrawn from a Trust Account, drawn on a Letter of Credit or maintained by such AmTrust Ceding Insurer as Withheld Funds, AII will immediately return to Maiden Insurance its proportionate share of such excess assets. AII has further agreed that if the aggregate fair market value of the amount of Maiden Insurance's assets held in the Trust Account, the face amount of the Letter of Credit and Maiden Insurance's portion of the Withheld Funds (to the extent Maiden Insurance has utilized each such form of collateral) exceeds Maiden Insurance's proportionate share of AII's obligations, or if an AmTrust Ceding Insurer misapplies any such collateral, AII will immediately return to Maiden Insurance an amount equal to such excess or misapplied collateral, less any amounts AII has paid to Maiden Insurance as described in the first sentence of this paragraph. In addition, if an AmTrust Ceding Insurer withdraws Maiden Insurance's assets from a Trust Account and maintains those assets on its books as withheld funds, AII has agreed to pay to Maiden Insurance all interest, dividends and other income received on those assets (except to the extent Maiden Insurance's proportionate share of AII's obligations to that AmTrust Ceding Insurer exceeds the value of the collateral Maiden Insurance has provided), and net of unpaid fees Maiden Insurance owes to AIIM and its share of fees owed to the trustee of the Trust Accounts.

Maiden Insurance and AII have not finalized the terms of the loan agreement. Maiden Insurance expects to do so in the near future. However, pursuant to the master agreement, Maiden and AmTrust have agreed that the loan agreement will contain the following terms and conditions:

- *Commitment.* For so long as Maiden Insurance remains liable to AII for business reinsured under the Reinsurance Agreement, Maiden Insurance shall make advances under the loan to AII with respect to each AmTrust Ceding Insurer to which AII is obligated to provide security. Such loan will be in an amount equal to Maiden Insurance's proportionate share of collateral for AII's obligations, unless Maiden Insurance elects to fund or provide for collateral other than through advances under the loan. AII will be entitled to request advances under the loan quarterly. Any advances shall be made within 10 days of each such request.
- *Use of Proceeds.* AII will deposit loan proceeds in the applicable Trust Account.
- *Interest.* Interest on the outstanding amount of the loan will accrue in an amount equal to the actual amount of dividends, interest and other income earned on the portion of the loan proceeds held in the Trust Accounts or in segregated accounts maintained by the AmTrust Ceding Insurers. To the extent that the principal amount of the loan proceeds (including the undistributed earnings and interest thereon) plus the value of any other collateral that Maiden Insurance has provided with respect to an AmTrust Ceding Insurer (the "Aggregate Collateral Value") exceeds Maiden Insurance's proportionate share of AII's obligations to such AmTrust Ceding Insurer, AII will pay such earnings and interest to Maiden Insurance quarterly, less any amounts due and payable by Maiden Insurance under the Reinsurance Agreement or the Asset Management Agreement and less Maiden Insurance's proportionate share of fees owed to the trustee of the Trust Accounts.

- *Maturity Date.* Each loan advance shall mature on the earliest to occur of (a) the date that is ten years following the date such advance was made, (b) the date on which Maiden Insurance no longer is liable for a proportionate share of AII's obligations to an AmTrust Ceding Insurer and (c) the date on which Maiden Insurance is no longer required to secure such obligations.
- *Automatic Reduction in Principal*: If an AmTrust Ceding Insurer applies loan proceeds to pay claims or return premiums to policyholders, the outstanding principal amount of the loan automatically shall be reduced by such amount (as shall be Maiden Insurance's obligation to pay AII under the Reinsurance Agreement), and as of the date of such application interest thereon shall no longer accrue.
- *Prepayments of Principal.* If, as of the end of a calendar quarter, the Aggregate Collateral Value with respect to an AmTrust Ceding Insurer exceeds Maiden Insurance's proportionate share of AII's obligations to such AmTrust Ceding Insurer, AII shall pre-pay advances under the Loan with respect to such AmTrust Ceding Insurer in an amount equal to the lesser of the amount of such advances or such excess, net, in either case, of any amounts due and payable by Maiden Insurance under the Reinsurance Agreement.

- *Effect of AII Payment Default under Reinsurance Agreement and Loan Agreement.* Maiden Insurance will not be required to continue to make advances on the loan to the extent that AII has failed to return to Maiden Insurance amounts owed under the Reinsurance Agreement (including with respect to collateral) or the loan agreement.

AmTrust has agreed to guarantee the complete and timely performance of each of AII's obligations to Maiden Insurance under the Reinsurance Agreement relating to the collateral described above. Further, AmTrust has agreed to guarantee the complete and timely performance of each of AII's obligations to Maiden Insurance under the loan agreement between Maiden Insurance and AII. If AII experiences a Company Change in Control (as defined below) and Maiden Insurance chooses not to terminate the Reinsurance Agreement, AmTrust's guarantee obligations will terminate immediately and automatically.

Term and Termination. The initial term of the Reinsurance Agreement is three years from the Effective Time. The Reinsurance Agreement will automatically renew for successive three-year periods thereafter, unless either Maiden Insurance or AII notifies the other party of its election not to renew the Reinsurance Agreement not less than nine months prior to the end of any such three-year period. In addition, Maiden Insurance and AII are entitled to terminate the Reinsurance Agreement as described below.

Termination by Maiden Insurance. Maiden Insurance may terminate the Reinsurance Agreement if:

- AII is 30 or more days in arrears on a payment due to Maiden Insurance under the Reinsurance Agreement and AII fails to cure that breach within 30 days following notice thereof (an "AmTrust Payment Default");
- AII becomes insolvent or similarly financially impaired;
- AII ceases writing new or renewal business and elects to run off its existing business or an insurance or other regulatory authority orders such party to cease writing new or renewal business;
- either (a) an individual person, corporation or other entity, or a group of commonly controlled persons, corporations or entities, acquires, including through merger, directly or indirectly, more than fifty percent (50%) of the voting securities of AII or obtains the power to vote (directly or through proxies) more than fifty percent (50%) of AII's voting securities, except if such individual person, corporation or other entity is under common control with AII, or (b) AmTrust no longer directly or indirectly controls the power to vote more than fifty percent (50%) of AII's voting securities (a "Company Change of Control"); provided that in no event shall the acquisition, including through merger, of more than fifty percent (50%) of the voting securities of AmTrust or of the power to vote (directly or through proxies) more than fifty percent (50%) of the voting securities of AmTrust, or the merger, combination or amalgamation of AmTrust into any person, or similar transaction pursuant to which AmTrust shall not be the surviving entity, be deemed a Company Change of Control; or

- the shareholders' equity of AII and the AmTrust Ceding Insurers, in aggregate, is reduced to 50% or less of the amount of their aggregate shareholders' equity at either the inception of the Reinsurance Agreement or at the latest renewal or anniversary date of the Reinsurance Agreement.

If Maiden Insurance terminates the Reinsurance Agreement in these circumstances, the Reinsurance Agreement will terminate in full. Termination as a result of an AmTrust Payment Default shall be effective upon not less than 10 days prior written notice, and termination as a result of any other event described above shall be effective upon not less than 30 days prior written notice. Maiden Insurance may not terminate the Reinsurance Agreement as a result of such an event unless that event is continuing on the date it delivers its notice of termination to AII. Further, Maiden Insurance must exercise its termination right within 30 days (and within 10 days, in the case of an AmTrust Payment Default) following the date on which it has actual knowledge that such event occurred.

Termination by AII. AII may terminate the Reinsurance Agreement if:

- Maiden Insurance is 30 or more days in arrears on a payment due to any AmTrust Ceding Insurer under the Reinsurance Agreement and fails to cure that breach within 30 days following notice thereof (a "Maiden Insurance Payment Default");
- Maiden Insurance ceases writing new or renewal business and elects to run off its existing business or is ordered by a regulatory authority to do so;
- Maiden Insurance becomes insolvent or similarly financially impaired;
- either (a) an individual person, corporation or other entity, or a group of commonly controlled persons, corporations or entities, acquires, including through merger, directly or indirectly, more than fifty percent (50%) of the voting securities of Maiden Insurance or obtains the power to vote (directly or through proxies) more than fifty percent (50%) of the voting securities of Maiden Insurance, except if such individual person, corporation or other entity is under common control with Maiden Insurance or (b) Maiden Holdings no longer directly or indirectly controls the power to vote more than fifty percent (50%) of the voting securities of Maiden Insurance;
- the shareholders' equity of Maiden Insurance is reduced to 50% or less of the amount of its shareholders' equity at either the Effective Time or at the latest renewal or anniversary date of the Reinsurance Agreement; or
- Maiden Insurance fails to maintain an A.M. Best rating of "A-" or better.

Termination as a result of a Maiden Insurance Payment Default shall be effective upon not less than 10 days prior written notice, and termination as a result of any other event described immediately above shall be effective upon not less than 30 days prior written notice. AII may not terminate the Reinsurance Agreement as a result of such an event unless that event is continuing on the date it delivers its notice of termination to Maiden Insurance. Further, AII must exercise its termination right within 30 days (and within 10 days, in the case of a Maiden Insurance Payment Default) following the date on which it has actual knowledge that such event occurred.

Effect of Termination. If a party elects to terminate the Reinsurance Agreement (including as a result of the events described under "— Termination by Maiden Insurance" and "— Termination by AII" above), all reinsurance under the Reinsurance Agreement with respect to those Policies shall remain in force until the expiration date, anniversary date, or prior termination date of the Policies, unless, not later than 30 days following the effective date of termination, AII elects that Maiden Insurance shall not be liable for any losses occurring under those Policies on and after the date of termination. If AII makes that election, within 30 days from the date of termination, then Maiden Insurance shall return to AII the unearned premium applicable to those Policies in force at the time and date of termination, less the unearned portion of the ceding commission paid thereon.

Maiden Insurance's Right to Discontinue Reinsuring Business Written by an AmTrust Ceding Insurer. If an AmTrust Ceding Insurer becomes insolvent or similarly financially impaired or ceases writing new or renewal business and elects to run off its existing business or an insurance or other regulatory authority orders

such party to cease writing new or renewal business, or if an AmTrust Ceding Insurer Change in Control occurs with respect to any AmTrust Ceding Insurer, Maiden Insurance shall be entitled to elect not to reinsure any Policies issued or renewed by such AmTrust Ceding Insurer after the effective date of such event. For purposes of the Reinsurance Agreement, an "AmTrust Ceding Insurer Change of Control" will be deemed to occur with respect to an AmTrust Ceding Insurer when either (a) an individual person, corporation or other entity, or a group of commonly controlled persons, corporations or entities, acquires, including through merger, directly or indirectly, more than fifty percent (50%) of the voting securities of such AmTrust Ceding Insurer or obtains the power to vote (directly or through proxies) more than fifty percent (50%) of the voting securities of such AmTrust Ceding Insurer, except if such individual person, corporation or other entity is under common control with the AmTrust Ceding Insurer, or (b) AmTrust no longer directly or indirectly controls the power to vote more than fifty percent (50%) of the voting securities of such AmTrust Ceding Insurer; provided that in no event shall the acquisition, including through merger, of more than fifty percent (50%) of the voting securities of AmTrust or of the power to vote (directly or through proxies) more than fifty percent (50%) of the voting securities of AmTrust, or the merger, combination or amalgamation of AmTrust into any person, or similar transaction pursuant to which AmTrust shall not be the surviving entity, be deemed an "AmTrust Ceding Insurer Change of Control." If Maiden Insurance exercises this option (which it must exercise within 30 days following its knowledge of such event), all reinsurance of the business reinsured under the Reinsurance Agreement written by the applicable AmTrust Ceding Insurer that is in force as of the date the event occurred will remain in effect until the expiration date, anniversary date or prior termination date of the related Policies, unless AII elects that Maiden Insurance will not be liable for any losses occurring under the Policies after the date the event occurred, in which case Maiden Insurance will return the unearned premium as of that date applicable to those Policies, less the unearned portion of the ceding commission paid thereon.

Mutual Opportunities. The master agreement provides that on any occasion when we and AmTrust are both presented with opportunities to insure, reinsure or acquire the same book of business, each company will refer the opportunities to a committee of its independent directors to decide whether that company wishes to pursue the opportunity. See "—Potential Conflicts of Interest with respect to Future Transactions."

Excess of Loss Reinsurance

AmTrust has advised us that we may have an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms. The "working layer" of AmTrust's excess of loss reinsurance program is the layer immediately above AmTrust's retention. At present, the working layer is $9 million of losses and loss adjustment expenses per occurrence in excess of AmTrust's $1 million per occurrence retention. Midwest Employers Casualty Insurance Company presently is the sole working layer reinsurer. The current working layer reinsurance contract is scheduled to expire on January 1, 2008. If we submit a proposal to AmTrust to provide excess reinsurance for its working layer or higher layers, AmTrust has agreed to consider such proposal in its discretion.

Asset Management Agreement

Maiden Insurance has entered into an asset management agreement with AIIM, an AmTrust subsidiary, pursuant to which AIIM has agreed to provide investment management services to Maiden Insurance. Pursuant to the asset management agreement, AIIM provides investment management services for an annual fee equal to 0.35% of average invested assets plus all costs incurred, except that this fee is not charged with respect to any assets invested in a hedge fund for which AmTrust or an affiliate earns a management fee or other compensation. We expect that a portion of our investment portfolio will be invested in hedge funds operated and managed by AmTrust. We will pay AmTrust a fee in connection with such investment. The annual fees associated with AmTrust's current hedge fund are 1% of assets under management and 20% of all net gains. AmTrust receives a majority of these fees. The asset management agreement has an initial term of one year and is automatically renewable for additional one-year terms unless either party elects not to renew the agreement. Following the initial one-year term, the agreement may be terminated upon 30 days written notice by either party.

Reinsurance Brokerage Agreement

We have entered into a reinsurance brokerage agreement with AII Reinsurance Broker Ltd., a subsidiary of AmTrust. Pursuant to the brokerage agreement, AII Reinsurance Broker Ltd. provides brokerage services relating to the Reinsurance Agreement for a fee equal to 1.25% of the premium reinsured from AII. The brokerage fee is payable in consideration of AII Reinsurance Broker Ltd.'s brokerage services. AII Reinsurance Broker Ltd. is not our exclusive broker. AII Reinsurance Broker Ltd. may, if mutually

agreed, also produce reinsurance for us from other ceding companies, and in such cases we will negotiate a mutually acceptable commission rate.

Amendment to Original Master Agreement

We originally entered into the master agreement with AmTrust at the time of our private offering. The original master agreement provided that Maiden Insurance would enter into two reinsurance agreements, in the forms attached as exhibits to the master agreement, with the AmTrust Ceding Insurers (one reinsurance agreement for the U.S. AmTrust Ceding Insurers and one for the non-U.S. AmTrust Ceding Insurers). Since that time, and prior to entering into the reinsurance agreements attached as exhibits to the original master agreement, we and AmTrust agreed to amend the master agreement in certain respects, including with respect to the terms of the reinsurance agreements that we and AmTrust would cause Maiden and the AmTrust Ceding Insurers, respectively, to enter into. The principal changes that we and AmTrust agreed to make are summarized below:

- *Parties to the Reinsurance Agreement.* Under the master agreement, as originally executed, Maiden Insurance would have reinsured the AmTrust Ceding Insurers directly. Under the Reinsurance Agreement and Amendment No. 1 to the Master Agreement (the "Amendment"), AII reinsures the AmTrust Ceding Insurers directly, and Maiden Insurance reinsures AII pursuant to the Reinsurance Agreement. As a result of the Amendment, Maiden Insurance has no direct contractual relationship with the AmTrust Ceding Insurers and the Reinsurance Agreement is not subject to the review and approval of the domiciliary insurance regulators of the U.S. AmTrust Ceding Insurers. Pursuant to the Amendment, AmTrust has agreed to cause AII and the AmTrust Ceding Insurers to take certain actions for the benefit of Maiden Insurance, and has agreed to guarantee AII's obligations under the Reinsurance Agreement relating to the collateral to be provided by Maiden Insurance and under the loan agreement between Maiden Insurance and AII. See "— Quota Share Reinsurance Agreement and Master Agreement."
- *Maximum Liability*. Under the master agreement, as originally executed, Maiden Insurance's maximum liability in respect of a single reinsured loss would not exceed $2 million, including liability for Loss Adjustment Expenses, Extra-Contractual Obligations and Losses in Excess of Policy Limits. Under the Amendment, the $2 million limit of liability does not include liability for Loss Adjustment Expenses, Extra-Contractual Obligations and Losses in Excess of Policy Limits, and there is no limit on Maiden Insurance's maximum liability for these losses. However, AmTrust currently maintains for its workers' compensation business, and has agreed to use commercially reasonable efforts to maintain, excess of loss reinsurance covering extra-contractual obligations and losses in excess of policy limits, which coverage indemnifies AII and the AmTrust Ceding Insurers for 100% of $9 million in excess of the first $1 million of losses and 90% of $110 million in excess of $20 million. AmTrust's excess of loss reinsurance for the layer of $10 million in excess of $10 million does not cover extra-contractual obligations and losses in excess of policy limits. In addition, Maiden Insurance will not reinsure any risk under a Policy if the AmTrust Ceding Insurer's retention with respect to such risk exceeds $5 million.
- *Scope of Extra-Contractual Obligations and Losses in Excess of Policy Limits.* For purposes of the original reinsurance agreements, "extra-contractual obligations" and "losses in excess of policy limits" were defined to expressly exclude, among other acts, losses incurred by an AmTrust Ceding Insurer as a result of its bad faith or fraud or as a result of criminal acts. Under the Reinsurance Agreement these terms are defined to include bad faith and fraud on the part of AII or an AmTrust Ceding Insurer, but exclude fraudulent and criminal acts by a director or executive officer of AII or of an AmTrust Ceding Insurer and criminal acts by AII or an AmTrust Ceding Insurer.

- *Ceding Commissions.* For purposes of the original reinsurance agreements, ceding commissions included a provision for all assessments. Under the Amendment, assessments based on losses by the AmTrust Ceding Insurers are not covered by the ceding commission payment and Maiden Insurance would be obligated to indemnify AII for its proportionate share of such assessments.
- *Security.* Under the original master agreement, Maiden Insurance intended to secure its obligations under its reinsurance agreement with the U.S. AmTrust Ceding Insurers by depositing assets into trust accounts established for their benefit. Maiden Insurance and each of the U.S. AmTrust Ceding Insurers would have entered into a reinsurance trust agreement in order to accomplish the foregoing. Under the Amendment, Maiden Insurance has agreed to provide appropriate collateral to secure its proportional share of AII's obligations to the AmTrust Ceding Insurers. Maiden Insurance may provide this collateral in various ways, and it expects to satisfy its collateral requirements by lending assets to AII pursuant to a loan agreement between those parties. AII would in turn deposit these assets in Trust Accounts that AII would establish for the benefit of the U.S. AmTrust Ceding Insurers. AII has agreed to return to Maiden Insurance any assets of Maiden Insurance that an AmTrust Ceding Insurer misapplies or retains, subject to certain deductions. AmTrust has agreed to guarantee all of AII's obligations under the Reinsurance Agreement relating to security provided for the benefit of the AmTrust Ceding Insurers (including the foregoing obligation) and the loan agreement. If AII experiences a change in control and Maiden Insurance chooses not to terminate the Reinsurance Agreement, the guarantee is terminated.
- *Premiums Ceded.* Under the original reinsurance agreements, common expense incurred by IGI were not deducted from the premiums ceded to Maiden Insurance. Under the Reinsurance Agreement, the premiums ceded to Maiden Insurance are net of commission expense incurred by IGI. IGI calculates and reports its loss ratio net of commission expense incurred.
- *Termination Events.*
  - *Payment Default.* Under the original reinsurance agreements, in the event of a payment default by one party, the other party could terminate the reinsurance agreements, subject to a five-day cure period. Under the Reinsurance Agreement, the cure period for a payment default is 30 days.
  - *Change in Control of an AmTrust Ceding Insurer.* Under the original reinsurance agreements, Maiden Insurance would have been permitted to terminate the reinsurance agreements, as to an AmTrust Ceding Insurer, if an unaffiliated person directly or indirectly acquired a majority interest in that AmTrust Ceding Insurer or if AmTrust no longer directly or indirectly controlled a majority interest in it. The reinsurance agreements would have remained in effect as to all

AmTrust Ceding Insurers that did not experience the change in control. Under the Reinsurance Agreement, Maiden Insurance may terminate the Reinsurance Agreement in full if AII undergoes a change in control. If an AmTrust Ceding Insurer undergoes a change in control, Maiden Insurance may elect to no longer assume new business reinsured under the Reinsurance Agreement written by that AmTrust Ceding Insurer, and the Reinsurance Agreement will otherwise remain in effect.

- *Insolvency and Run-off.* Under the original reinsurance agreements, Maiden Insurance would have been entitled to terminate the reinsurance agreements in full if any AmTrust Ceding Insurer became insolvent or similarly financially impaired or ceased writing new business or experienced a decrease in policyholders' surplus of 50% or more. Under the Reinsurance Agreement, Maiden Insurance is not entitled to terminate the Reinsurance Agreement if the policyholders' surplus of an AmTrust Ceding Insurer decreases by 50% or more. If an AmTrust Ceding Insurer becomes insolvent or similarly financially impaired or ceases writing new business, Maiden Insurance may elect to no longer assume new business reinsured under the Reinsurance Agreement written by that AmTrust Ceding Insurer, and the Reinsurance Agreement will otherwise remain in effect. If AII experiences any of these events except decrease in policyholder surplus of 50% or more, Maiden Insurance may terminate the Reinsurance Agreement in full.

- *Decrease in Policyholders' Surplus.* Under the original reinsurance agreements, Maiden Insurance would have been permitted to terminate the reinsurance agreements in full if any AmTrust Ceding Insurer experienced a decrease in policyholders' surplus of 50% or more. Under the Reinsurance Agreement, Maiden Insurance is not entitled to terminate the Reinsurance Agreement if the policyholders' surplus of an AmTrust Ceding Insurer decreases by 50% or more. However, if the combined shareholders' equity of AII and the AmTrust Ceding Insurers decreases by 50% or more, Maiden Insurance may terminate the Reinsurance Agreement.
- *Time to Elect to Terminate.* Under the original reinsurance agreements, there was no express time period during which a party was required to elect to terminate the reinsurance agreements upon the occurrence of a termination event. Under the Reinsurance Agreement, the party must exercise the termination right within 30 days of its actual knowledge of the triggering event, or 10 days in the case of a payment default.

Potential Conflicts of Interest with Respect to Future Transactions

Barry D. Zyskind, our Chairman of the Board, is the President and Chief Executive Officer of AmTrust. In addition, Max G. Caviet, our Chief Executive Officer, is currently employed by AmTrust (and Mr. Caviet is an executive of AmTrust) and is expected to continue to serve in his current position at AmTrust for a transition period which will not extend beyond December 31, 2007. In addition, Mr. Caviet will continue to own options and equity in AmTrust. Furthermore, other members of our executive management, including our Chief Operating Officer, are former managers of AmTrust. Conflicts of interest could arise with respect to business opportunities that could be advantageous to AmTrust or its subsidiaries, on the one hand, and us or our subsidiary, on the other hand. In addition, potential conflicts of interest may arise should the interests of AmTrust and Maiden Holdings diverge. See "Risk Factors — Risks Related to Our Business — The Chairman of the Board presently holds the positions of President and Chief Executive Officer of AmTrust, and our Chief Executive Officer is currently employed by AmTrust as an executive officer. These dual positions may present, and make us vulnerable to, difficult conflicts of interest and related legal challenges." From time to time, we and AmTrust may both be presented with opportunities to insure, reinsure or acquire the same book of business. Because of the overlaps between our and AmTrust's shareholders and management, we and AmTrust have agreed that in such cases, the opportunities will be referred to a committee of independent directors of each company to decide whether that company wishes to pursue the opportunity.

PRINCIPAL SHAREHOLDERS

The following table sets forth the total number and percentage of our common shares beneficially owned as of September 14, 2007 (except as otherwise indicated) by:

- each person known to us to be the beneficial owner of more than 5% percent of any class of our outstanding voting shares;
- each of our directors and executive officers; and
- all of such directors and executive officers as a group.

This table does not include stock options since none of the stock options approved for issuance are exercisable at this time or within 60 days of this prospectus. Except as otherwise indicated, each person named below has sole investment and voting power with respect to the securities shown. Unless otherwise stated, the address for all the persons listed below is: c/o Maiden Holdings, Ltd., 7 Reid Street, Hamilton HM 11, Bermuda.

	Shares Beneficially Owned[1]	
Name	**Number**	**Percent**
Barry D. Zyskind[2]	3,950,000[3]	6.5%
Michael Karfunkel[2]	3,950,000[4]	6.5
George Karfunkel[2]	3,950,000[5]	6.5
Max G. Caviet	—[7]	—
Joseph T. Gaito	—[8]	—

Michael J. Tait	—(9)	—
Ben Turin	—(10)	—
James A. Bolz	—(11)	—
Simcha Lyons	5,000(6)	*
Raymond M. Neff	25,000(6)	*
Steven H. Nigro	—(6)	—
All executive officers and directors as a group (seven persons)	3,980,000(3)	6.5%

* Less than 1%.

(1) Based on 59,550,000 common shares outstanding. Does not include the grant at the closing of the private offering to certain of our non-employee directors (Messrs. Lyons, Neff and Nigro) of options to purchase 12,000 of our common shares, which options will vest on the first anniversary of the date of grant. Does not include the grant at the closing of the private offering of options to purchase (i) 300,000 of our common shares in the case of Mr. Caviet, (ii) 50,000 of our common shares in the case of Ronald E. Pipoly, Jr., our former interim Chief Financial Officer and (iii) 75,000 of our common shares in the case of Mr. Turin, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter. Also does not include the grant of options to purchase 150,000 of our shares to Mr. Gaito and options to purchase 50,000 of our shares to Mr. Bolz on October 23, 2007 or the grant of options to purchase 50,000 of our shares to Mr. Tait on November 6, 2007, all of which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

(2) Together, Barry D. Zyskind, Michael Karfunkel and George Karfunkel are our Founding Shareholders.

(3) Includes 1,350,000 common shares issuable upon the exercise of 10-year warrants we issued to Barry Zyskind in connection with our formation and capitalization.

(4) Includes 1,350,000 common shares issuable upon the exercise of 10-year warrants we issued to Michael Karfunkel in connection with our formation and capitalization.

(5) Includes 1,350,000 common shares issuable upon the exercise of 10-year warrants we issued to George Karfunkel in connection with our formation and capitalization.

(6) Does not include options to acquire 12,000 common shares granted at the closing of the private offering, which options will vest on the first anniversary of the date of grant.

(7) Does not include options to acquire 300,000 common shares granted at the closing of the private offering, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

(8) Does not include options to acquire 150,000 common shares granted on October 23, 2007, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

(9) Does not include options to acquire 50,000 common shares granted on November 6, 2007, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

(10) Does not include options to acquire 75,000 common shares granted at the closing of the private offering, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

(11) Does not include options to acquire 50,000 common shares granted on October 23, 2007, which options will vest 25% on the first anniversary of the date of grant and 6.25% each quarter thereafter.

DESCRIPTION OF SHARE CAPITAL

The following description of our share capital summarizes select provisions of our bye-laws.

General

We have an authorized share capital of $1 million divided into 100 million shares of par value $0.01 per share. Our issued and outstanding share capital consists of 59,550,000 common shares, par value $0.01 per share.

Common Shares

Holders of shares have no pre-emptive, redemption, conversion or sinking fund rights. Subject to the limitation on voting rights described below, holders of shares are entitled to one vote per share on all matters submitted to a vote of holders of shares. Most matters to be approved by holders of shares require approval by a simple majority vote. Under our bye-laws, the holders of at least a majority of the shares voting in person or by proxy at a meeting must generally approve an amalgamation with another company. The Companies Act provides that a resolution to remove our auditor before the expiration of its term of office must be approved by at least two-thirds of the votes cast at a meeting of our shareholders. The quorum for any meeting of our shareholders is two or more persons holding or representing a majority of the outstanding shares on an unadjusted basis. Our board of directors has the power to approve our discontinuation from Bermuda to another jurisdiction. Under our bye-laws, the rights attached to any class of

shares, common or preferred, may be varied with the consent in writing of the holders of at least a majority of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class.

In the event of our liquidation, dissolution or winding-up, the holders of shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all our debts and liabilities and the liquidation preference of any outstanding preferred shares. All outstanding shares are fully paid and non-assessable. Authorized but unissued shares may, subject to any rights attaching to existing shares, be issued at any time and at the discretion of the board of directors without the approval of our shareholders, with such rights, preferences and limitations as the board may determine.

Limitation on Voting Rights

In general, and except as provided under our bye-laws and as provided below, the common shareholders have one vote for each common share held by them and are entitled to vote, on a non-cumulative basis, at all meetings of shareholders. However, if, and so long as, the shares of a shareholder are treated as "controlled shares" (as determined pursuant to sections 957 and 958 of the Code) of any U.S. Person (that owns shares directly or indirectly through non-U.S. entities) and such controlled shares constitute 9.5% or more of the votes conferred by our issued shares, the voting rights with respect to the controlled shares owned by such U.S. Person will be limited, in the aggregate, to a voting power of less than 9.5%, under a formula specified in our bye-laws. The formula is applied repeatedly until the voting power of all 9.5% U.S. Shareholders has been reduced to less than 9.5%. In addition, our board may limit a shareholder's voting rights when it deems it appropriate to do so to (i) avoid the existence of any 9.5% U.S. Shareholder; and (ii) avoid certain material adverse tax, legal or regulatory consequences to us, any of our subsidiaries or any direct or indirect shareholder or its affiliates. "Controlled shares" include, among other things, all shares that such U.S. Person is deemed to own directly, indirectly or constructively (within the meaning of section 958 of the Code). The amount of any reduction of votes that occurs by operation of the above limitations will generally be reallocated proportionately amongst other shareholders whose shares were not "controlled shares" of the 9.5% U.S. Shareholder so long as such reallocation does not cause any person to become a 9.5% U.S. Shareholder.

Under these provisions, certain shareholders may have their voting rights limited, while other shareholders may have voting rights in excess of one vote per share. Moreover, these provisions could have the effect of reducing the votes of certain shareholders who would not otherwise be subject to the 9.5% limitation by virtue of their direct share ownership.

We are authorized to require any shareholder to provide information as to that shareholder's beneficial share ownership, the names of persons having beneficial ownership of the shareholder's shares, relationships

with other shareholders or any other facts the directors may deem relevant to a determination of the number of common shares attributable to any person. If any holder fails to respond to this request or submits incomplete or inaccurate information, we may, in our sole discretion, eliminate the shareholder's voting rights. Pursuant to our bye-laws, a shareholder must give notice within ten days of the date the shareholder acquires actual knowledge that it is the direct or indirect holder of controlled shares of 9.5% or more of the voting power of all our issued and outstanding shares. No shareholder will be liable to any other shareholder or to us for any losses or damages resulting from the shareholder's failure to respond to, or submission of incomplete or inaccurate information in response to, a request from us for information as to the shareholder's beneficial share ownership or from the shareholder's failure to give the notice described in the previous sentence. All information provided by the shareholder will be treated by us as confidential information and will be used by us solely for the purpose of establishing whether any 9.5% U.S. Shareholder exists (except as otherwise required by applicable law or regulation).

If Maiden Holdings is required or entitled to vote at an annual or special general meeting (or to act by unanimous written consent in lieu of a general meeting) of any directly held non-U.S. subsidiary (including Maiden Insurance), the Maiden Holdings directors would refer the subject matter of the vote to the Maiden Holdings shareholders and seek direction from such shareholders as to how the Maiden Holdings directors should vote on the resolution proposed by the non-U.S. subsidiary. In such cases, the voting rights of Maiden Holdings' shareholders will be subject to the same restriction on voting power as set forth above. Substantially similar provisions will be contained in the bye-laws (or equivalent governing documents) of the non-U.S. subsidiaries.

Restrictions on Transfer, Issuance and Repurchase

Our directors may decline to register the transfer of any shares if they have reason to believe that such transfer may expose us or any direct or indirect shareholder or its affiliates to non-deminimis adverse tax, legal or regulatory consequences in any jurisdiction. Similarly, we could be restricted from issuing or repurchasing shares if our directors believe that such issuance or repurchase may result in a non-deminimis adverse tax, legal or regulatory consequence to us or any direct or indirect shareholder or its affiliates.

Our directors also may, in their absolute discretion, decline to register the transfer of any shares if they have reason to believe that registration of the transfer under the Securities Act or under any U.S. state securities laws or under the laws of any other jurisdiction is required and such registration has not been duly effected. In addition, our directors may decline to approve or register a transfer of shares unless all applicable consents, authorizations, permissions or approvals of any governmental body or agency in Bermuda, the United States or any other applicable jurisdiction required to be obtained prior to such transfer shall have been obtained.

We are authorized to request information from any holder or prospective acquirer of shares as necessary to give effect to the transfer, issuance and repurchase restrictions described above, and may decline to effect any transaction if complete and accurate information is not received as requested.

Conyers Dill & Pearman, our Bermuda counsel, has advised us that while the precise form of the restrictions on transfer contained in our bye-laws is untested, as a matter of general principle, restrictions on transfers are enforceable under Bermuda law and are not uncommon. A proposed transferee will be permitted to dispose of any shares purchased that violate the restrictions and

as to the transfer of which registration is refused. The proposed transferor of those shares will be deemed to own those shares for dividend, voting and reporting purposes until a transfer of such shares has been registered on our shareholders register.

If the directors refuse to register a transfer for any reason, they must notify the proposed transferor and transferee within 30 days of such refusal. Our bye-laws also provide that our board of directors may suspend the registration of transfers for any reason and for such periods as it may determine, provided that it may not suspend the registration of transfers for more than 45 days in any period of 365 consecutive days.

The voting restrictions and restrictions on transfer described above may have the effect of delaying, deferring or preventing a change in control of Maiden Holdings.

Bye-laws

Our bye-laws provide for our corporate governance, including the establishment of share rights, modification of those rights, issuance of share certificates, calls on shares which are not fully paid, forfeiture of shares, the transfer of shares, alterations of capital, the calling and conduct of general meetings, proxies, the appointment and removal of directors, conduct and power of directors, the payment of dividends, the appointment of an auditor and our winding-up.

Our bye-laws provide that shareholders may only remove a director for cause prior to the expiration of that director's term at a meeting of shareholders at which a majority of the holders of shares voting thereon vote in favor of that action. For a description of our Board of Directors, see "Management —Directors and Officers of Maiden Holdings."

Our bye-laws may only be amended by a resolution adopted by the board of directors and by resolution of the shareholders.

Transfer Agent

Our registrar and transfer agent for the shares is American Stock Transfer & Trust Company.

Differences in Corporate Law

The Companies Act differs in certain material respects from laws generally applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant provisions of the Companies Act (including modifications adopted pursuant to our bye-laws) applicable to us, which differ in certain respects from provisions of Delaware corporate law, which is the law that governs many U.S. public companies. The following statements are summaries, and do not purport to deal with all aspects of Bermuda law that may be relevant to us and our shareholders.

Duties of Directors

Under Bermuda law, at common law, members of a board of directors owe a fiduciary duty to the company to act in good faith in their dealings with or on behalf of the company and exercise their powers and fulfill the duties of their office honestly. This duty has the following essential elements:

- a duty to act in good faith in the best interests of the company;
- a duty not to make a personal profit from opportunities that arise from the office of director;
- a duty to avoid conflicts of interest; and
- a duty to exercise powers for the purpose for which such powers were intended.

The Companies Act imposes a duty on directors and officers of a Bermuda company:

- to act honestly and in good faith with a view to the best interests of the company; and
- to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

In addition, the Companies Act imposes various duties on officers of a company with respect to certain matters of management and administration of the company.

The Companies Act provides that in any proceedings for negligence, default, breach of duty or breach of trust against any officer, if it appears to a court that such officer is or may be liable in respect of the negligence, default, breach of duty or breach of trust, but that he has acted honestly and reasonably, and that, having regard to all the circumstances of the case, including those connected with his appointment, he ought fairly to be excused for the negligence, default, breach of duty or breach of trust, that court may relieve him, either wholly or partly, from any liability on such terms as the court may think fit. This provision has been interpreted to apply only to actions brought by or on behalf of the company against such officer. Our bye-laws, however, provide that shareholders waive all claims or rights of action that they might have, individually or in the right of Maiden Holdings, against any director or officer of us for any act or failure to act in the performance of such director's or officer's duties, except this waiver does not extend to any claims or rights of action that arise out of fraud or dishonesty on the part of such director or officer.

Under Delaware law, the business and affairs of a corporation are managed by or under the direction of its board of directors. In exercising their powers, directors are charged with a fiduciary duty of care to protect the interests of the corporation and a fiduciary duty of loyalty to act in the best interests of its stockholders.

The duty of care requires that directors act in an informed and deliberative manner and inform themselves, prior to making a business decision, of all material information reasonably available to them. The duty of care also requires that directors exercise care in overseeing and investigating the conduct of corporate employees. The duty of loyalty may be summarized as the duty to act in good faith, not out of self-interest, and in a manner which the director reasonably believes to be in the best interests of the stockholders.

A party challenging the propriety of a decision of a board of directors bears the burden of rebutting the applicability of the presumptions afforded to directors by the "business judgment rule." If the presumption is not rebutted, the business judgment rule attaches to protect the directors and their decisions, and their business judgments will not be second-guessed. Where, however, the presumption is rebutted, the directors bear the burden of demonstrating the entire fairness of the relevant transaction. Notwithstanding the foregoing, Delaware courts subject directors' conduct to enhanced scrutiny in respect of defensive actions taken in response to a threat to corporate control and approval of a transaction resulting in a sale of control of the corporation.

Dividends

Bermuda law does not permit payment of dividends or distributions of contributed surplus by a company if there are reasonable grounds for believing that the company, after the payment is made, would be unable to pay its liabilities as they become due, or that the realizable value of the company's assets would be less, as a result of the payment, than the aggregate of its liabilities and its issued share capital and share premium accounts. The excess of the consideration paid on issue of shares over the aggregate par value of such shares must (except in certain limited circumstances) be credited to a share premium account. Share premium may be distributed in certain limited circumstances, for example to pay up unissued shares which may be distributed to shareholders in proportion to their holdings, but is otherwise subject to limitation. In addition, our ability to pay dividends is subject to Bermuda insurance laws and regulatory constraints. See "Dividend Policy" and "Regulation."

Under Delaware law, subject to any restrictions contained in the company's certificate of incorporation, a company may pay dividends out of surplus or, if there is no surplus, out of net profits for the fiscal year in which the dividend is declared and for the preceding fiscal year. Delaware law also provides that dividends may not be paid out of net profits at any time when capital is less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets.

Mergers and Similar Arrangements

The amalgamation of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation agreement to be approved by the company's board of directors and by its shareholders. Under our bye-laws, we may, with the approval of at least majority of the votes cast at a general meeting of our shareholders at which a quorum is present, amalgamate with another Bermuda company or with a body incorporated outside Bermuda. In the case of an amalgamation, a shareholder may apply to a Bermuda court for a proper valuation of such shareholder's shares if such shareholder is not satisfied that fair value has been paid for such shares. Under Delaware law, with certain exceptions, a merger, consolidation or sale of all or substantially all the assets of a corporation must be approved by the board of directors and the holders of a majority of the outstanding shares entitled to vote thereon. Under Delaware law, a stockholder of a corporation participating in certain major corporate transactions may, under certain circumstances, be entitled to appraisal rights pursuant to which the stockholder may receive cash in the amount of the fair value of the shares held by that stockholder (as determined by a court) in lieu of the consideration that the stockholder would otherwise receive in the transaction. Delaware law does not provide stockholders of a corporation with voting or appraisal rights when the corporation acquires another business through the issuance of its stock or other consideration (1) in exchange for the assets of the business to be acquired; (2) in exchange for the outstanding stock of the corporation to be acquired; (3) in a merger of the corporation to be acquired with a subsidiary of the acquiring corporation; or (4) in a merger in which the corporation's certificate of incorporation is not amended and the corporation issues less than 20% of its common stock outstanding prior to the merger.

Takeovers

Bermuda law provides that where an offer is made for shares of another company and, within four months of the offer, the holders of not less than 90% of the shares which are the subject of the offer (other than shares held by or for the offeror or its subsidiaries) accept, the offeror may by notice require the nontendering shareholders to transfer their shares on the terms of the offer. Dissenting shareholders may apply to the court within one month of the notice objecting to the transfer. The test is one of fairness to the body of the shareholders and not to individuals and the burden is on the dissenting shareholder to prove unfairness, not merely that the scheme is open to criticism. Delaware law provides that a parent corporation, by resolution of its board of directors and without any shareholder vote, may merge with any subsidiary of which it owns at least 90% of the outstanding shares of each class of stock that is entitled to vote on the transaction. Upon any such merger, dissenting stockholders of the subsidiary would have appraisal rights.

Interested Directors

Bermuda law provides that if a director has a personal interest in a transaction to which the company is also a party and if the director discloses the nature of this personal interest at the first opportunity, either at a meeting of directors or in writing to the directors, then the company will not be able to declare the transaction void solely due to the existence of that personal interest and the director will not be liable to the company for any profit realized from the transaction. In addition, Bermuda law and our bye-laws provide that, after a director has made the declaration of interest referred to above, he is allowed to be counted for purposes of determining whether a quorum is present and to vote on a transaction in which he has an interest, unless disqualified from doing so by the chairman of the relevant board meeting. Under Delaware law such transaction would not be voidable if (1) the material facts as to such interested director's relationship or interests are disclosed to or are known by the board of directors and the board in good faith authorizes the transaction by the affirmative vote of a majority of the disinterested directors, (2) such material facts are disclosed to or are known by the stockholders entitled to vote on such transaction and the transaction is specifically approved in good faith by vote of the majority of shares entitled to vote thereon or (3) the transaction is fair as to the corporation as of the time

it is authorized, approved or ratified. Under Delaware law, such interested director could be held liable for a transaction in which such director derived an improper personal benefit.

Shareholder's Suit

The rights of shareholders under Bermuda law are not as extensive as the rights of shareholders under legislation or judicial precedent in many U.S. jurisdictions. Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. However, the Bermuda courts ordinarily would be expected to follow English case law precedent, which would permit a shareholder to commence an action in our name to remedy a wrong done to us where the act complained of is alleged to be beyond our corporate power or is illegal or would result in the violation of our memorandum of association or bye-laws. Furthermore, consideration would be given by the court to acts that are alleged to constitute a fraud against the minority shareholders or where an act requires the approval of a greater percentage of shareholders than actually approved it. The winning party in such an action generally would be able to recover a portion of attorneys' fees incurred in connection with such action. Our bye-laws provide that shareholders waive all claims or rights of action that they might have, individually or in the right of Maiden Holdings, against any of our directors or officers for any act or failure to act in the performance of such director's or officer's duties, except with respect to any fraud or dishonesty of such director or officer. Class actions and derivative actions generally are available to stockholders under Delaware law for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action.

Indemnification of Directors

Our bye-laws indemnify our directors and officers in their capacity as such in respect of any loss arising or liability attaching to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which a director or officer may be guilty in relation to us other than in respect of his own fraud or dishonesty, which is the maximum extent of indemnification permitted under the Companies Act. Under Delaware law, a corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred

in defense of an action, suit or proceeding by reason of such position if (1) the director or officer acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and (2) with respect to any criminal action or proceeding, if the director or officer had no reasonable cause to believe his conduct was unlawful. Under our bye-laws, each of our shareholders agrees to waive any claim or right of action, other than those involving fraud or dishonesty, against us or any of our officers or directors.

Inspection of Corporate Records

Members of the general public have the right to inspect our public documents available at the office of the Registrar of Companies in Bermuda, which includes our memorandum of association (including our objects and powers) and alterations to our memorandum of association, including any increase or reduction of our authorized capital. Our shareholders have the additional right to inspect our bye-laws, minutes of general meetings and our audited financial statements, which must be presented to the annual general meeting of shareholders. Our register of shareholders is also open to inspection by shareholders and to members of the public without charge. We are required to maintain a share register in Bermuda but may establish a branch register outside Bermuda. We are required to keep at our registered office a register of our directors and officers which is open for inspection by members of the public without charge. Bermuda law does not, however, provide a general right for shareholders to inspect or obtain copies of any other corporate records. Delaware law permits any stockholder to inspect or obtain copies of a corporation's stockholder list and its other books and records for any purpose reasonably related to such person's interest as a stockholder.

Enforcement of Judgments and Other Matters

We have been advised by Conyers Dill & Pearman, our Bermuda counsel, that there is doubt as to whether the courts of Bermuda would enforce (1) judgments of United States courts obtained in actions against us or our directors and officers who may reside outside the United States, as well as the experts named in this prospectus who reside outside the United States, predicated upon the civil liability provisions of the U.S. federal securities laws and (2) original actions brought in Bermuda against us or our directors and officers, as well as the experts named in this prospectus who reside outside the United States predicated solely upon U.S. federal securities laws. There is no treaty in effect between the United States and Bermuda providing for such enforcement, and there are grounds upon which Bermuda courts may not enforce judgments of U.S. courts. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies available under the U.S. federal securities laws, would not be allowed in Bermuda courts as contrary to Bermuda's public policy.

Registration Rights

Purchasers in the Private Offering

The purchasers of common shares in the private offering are entitled to the benefits of a registration rights agreement we have entered into with Friedman, Billings, Ramsey & Co., Inc., which has been filed as an exhibit to the registration statement of which this prospectus is a part. Pursuant to the registration rights agreement, we have agreed, at our expense, to file with the SEC no later than 90 days following the closing of the private offering a shelf registration statement registering for resale the common shares sold therein, and any additional common shares issued in respect thereof whether by share dividend, split or otherwise. The registration statement of which this prospectus is a part is being filed in accordance with our obligations under this registration rights agreement, and constitutes such a shelf registration statement.

We are required to use our commercially reasonable efforts to cause the shelf registration statement to become effective under the Securities Act as soon as practicable after the filing and to continuously maintain the effectiveness of the shelf registration statement under the Securities Act until the first to occur of:

- the sale of all of the common shares in accordance with the intended distribution pursuant to the shelf registration statement or pursuant to Rule 144 under the Securities Act;
- the shares covered by the shelf registration statement are no longer outstanding; or
- the second anniversary of the initial effective date of the shelf registration statement.

If we choose to file a registration statement for an initial public offering of our common shares, all holders of our common shares purchased in this offering and each of their respective direct and indirect transferees may elect to participate in the registration in order to resell their shares, subject to:

- compliance with the registration rights agreement;
- cutback rights on the part of the underwriters; and
- other conditions and limitations that may be imposed by the underwriters.

Upon an initial public offering by us, the holders of our common shares that are beneficiaries of the registration rights agreement will not be able to sell, grant any option or otherwise transfer any remaining shares not included in the initial public offering for a period of 60 days following the effective date of the registration statement filed in connection with the initial public offering.

Notwithstanding the foregoing, we will be permitted, under limited circumstances, to suspend the use, from time to time, of the prospectus that is part of a shelf registration statement (and therefore suspend sales under the registration statement) for certain periods, referred to as "blackout periods," if, among other things, any of the following occurs:

- the representative of the underwriters of an underwritten offering of primary shares by us has advised us that the sale of our common shares under the shelf registration statement would have a material adverse effect on such primary offering;
- the majority of the independent members of our board of directors, in good faith, determines that (1) the offer or sale of any common shares would materially impede, delay or interfere with any proposed financing, offer or sale of securities, acquisition, amalgamation, merger, tender offer, business combination, corporate reorganization or other significant transaction involving us; or (2) after the advice of counsel, the sale of the shares covered by the shelf registration statement would require disclosure of non-public material information not otherwise required to be disclosed under applicable law; and (3) (a) we have a bona fide business purpose for preserving the confidentiality of the proposed transaction, (b) disclosure would have a material adverse effect on us or our ability to consummate the proposed transaction or (c) the proposed transaction renders us unable to comply with requirements of the SEC; or
- the majority of the independent members of our board of directors, in good faith, after advice of counsel, determines that we are required by law, rule or regulation, or that it is in our best interests to supplement the shelf registration statement or file a post-effective amendment to the shelf registration statement in order to incorporate information into the shelf registration statement for the purpose of (1) including in the shelf registration statement any prospectus required under Section 10(a)(3) of the Securities Act; (2) reflecting in the prospectus included in the shelf registration statement any facts or events arising after the effective date of the shelf registration statement (or of the most recent post-effective amendment) that, individually or in the aggregate, represents a fundamental change in the information set forth therein; or (3) including in the prospectus included in the shelf registration statement any material information with respect to the plan of distribution not disclosed in the shelf registration statement or any material change to such information.

The cumulative blackout periods may not exceed an aggregate of 90 days in any rolling twelve-month period commencing on the closing of this offering or 60 days in any rolling 90-day period.

We cannot, without the prior written consent of the holders of a majority of the outstanding registrable shares, enter into any agreement with current or prospective holders that would allow them to (i) include their shares in any registration statement filed pursuant to the registration rights agreement, unless such holders reduce the amount of their shares to be included if necessary to allow the inclusion of all of the shares of the holders under the registration rights agreement or (ii) have their common shares registered on a registration statement that could be declared effective prior to or within 180 days of the effective date of any registration statement filed pursuant to the registration rights agreement.

A holder that sells our common shares pursuant to a shelf registration statement or as a selling shareholder pursuant to an underwritten public offering generally will be required to be named as a selling shareholder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement that are applicable to such holder (including certain indemnification rights and obligations). In addition, each holder of our common shares will be required to deliver information to be used in connection with the shelf registration statement within a twenty business-day period following receipt of notice from us in order to have such holder's common shares included in the shelf registration statement.

Each common share certificate may contain a legend to the effect that the holder thereof, by its acceptance thereof, will be deemed to have agreed to be bound by the provisions of the registration rights agreement. In that regard, each holder will be deemed to have agreed that, upon receipt of notice of the occurrence of any event which makes a statement in the prospectus which is part of the shelf registration statement untrue in any material respect or which requires the making of any changes in such prospectus in order to make the statements therein not misleading, or of certain other events specified in the registration rights

agreement, such holder will suspend the sale of our common shares pursuant to such prospectus until we have amended or supplemented such prospectus to correct such misstatement or omission and have furnished copies of such amended or supplemented prospectus to such holder or we have given notice that the sale of the common shares may be resumed.

In connection with our filing of a registration statement, we have agreed to use our commercially reasonable efforts to satisfy the criteria for listing and list or include (if we meet the criteria for listing on such exchange or market) our common shares on the NASDAQ Global Market or the New York Stock Exchange (including seeking to cure in our listing application any deficiencies cited by the exchange or market). Application will be made to have our common shares approved for listing on the NASDAQ Global Market or the New York Stock Exchange.

We have agreed to bear certain expenses incident to our registration obligations upon exercise of these registration rights, including the payment of U.S. federal securities law and state blue sky registration fees, except that we will not bear any underwriting discounts or commissions relating to the sale of common shares. We have agreed to indemnify each selling shareholder for certain violations of U.S. federal or state securities laws in connection with any registration statement in which such selling shareholder sells its common shares pursuant to these registration rights. Each selling shareholder will in turn agree to indemnify us for U.S. federal or state securities law violations that occur in reliance upon written information it provides for us in the registration statement.

We will also provide each holder of registrable shares with copies of the prospectus that is a part of the registration statement, notify such holder when the registration statement has become effective and take certain other actions as are required to permit unrestricted resales.

Generally, you can satisfy the prospectus delivery requirement by disclosing to a selling broker the existence of the requirement to sell the shares in accordance with the resale registration statement covering the shares and making arrangements with such broker to deliver a current prospectus in connection with any such sale. Upon receipt of a written request therefor, we will provide a reasonable number of current prospectuses to each investor.

The preceding summary of certain provisions of the registration rights agreement is not intended to be complete, and is subject to, and qualified in its entirety by reference to, all of the provisions of the registration rights agreement, and you should read this summary together with the complete text of the registration rights agreement.

Our Founding Shareholders' Registration Rights

We also entered into a registration rights agreement with our Founding Shareholders, pursuant to which we have agreed to register the 7,800,000 common shares they have purchased from us together with the 4,050,000 of our common shares issuable upon the exercise of the warrants we granted to our Founding Shareholders in connection with our formation and capitalization. These shares, except for the 2,600,000

shares owned by Mr. Zyskind, are being registered pursuant to the registration statement of which this prospectus is a part. Our Founding Shareholders' registration rights include, subject to certain limitations, the right to participate in future registered offerings of our common shares and the right to request on not more than two occasions that we register a portion or all of their shares. We agreed to bear certain expenses incident to our registration obligations upon exercise of our Founding Shareholders' registration rights, including the payment of U.S. federal securities law and state blue sky registration fees, except that we will not bear any underwriting discounts or commissions relating to the sale of our common shares. We agreed to indemnify our Founding Shareholders for certain violations of U.S. federal or state securities laws in connection with any registration statement in which our Founding Shareholders sell their common shares pursuant to these registration rights.

Lock-Up Arrangements

We have agreed that for a period beginning on June 26, 2007 and continuing for 180 days thereafter, without the prior written consent of Friedman, Billings, Ramsey & Co., Inc., we will not:

- 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 for the sale of lend or otherwise dispose of or transfer, directly or indirectly, any of our equity securities or any securities convertible into or exercisable or exchangeable for our equity securities (other than our common shares, or securities convertible into or exercisable or exchangeable for our common shares, that are issued under our 2007 Share Incentive Plan), except that we may conduct an initial public offering of our common shares; or
- enter into any swap or other arrangement that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any of our equity securities, whether any such transaction described above is to be settled by delivery of our common shares or such other securities, in cash or otherwise.

For a period beginning on June 26, 2007 and continuing until 180 days after the registration statement of which this prospectus is a part becomes effective, all of our directors and executive officers at the time of our private offering and our Founding Shareholders have agreed that they will not, without the prior written consent of Friedman, Billings, Ramsey & Co., Inc.:

- 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 for the sale of, lend or otherwise dispose of or transfer, directly or indirectly, any of our equity securities or any securities convertible into or exercisable or exchangeable for our equity securities, or
- enter into any swap or other arrangement that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any of our equity securities, whether any such transaction described above is to be settled by delivery of our common shares or such other securities, in cash or otherwise.

The restricted period described in the immediately preceding paragraph is subject to extension such that, in the event that either (1) during the last 17 days of the restricted period we issue an earnings release or material news or a material event relating to us occurs, or (2) prior to the expiration of the restricted period, we announce that we will release earnings results during the 16-day period following the last day of the restricted period, the "lock-up" restrictions described above will continue to apply until the

expiration of the 18-day period beginning on the date of the issuance of the earnings release or the occurrence of the material news or material event, unless Friedman, Billings, Ramsey & Co., Inc. waives such extension in writing.

Subject to applicable securities laws, our directors, executive officers and Founding Shareholders may transfer their common shares in our company: (i) as a bona fide gift or gifts, provided that the donees agree to be bound by the same restrictions; (ii) to any trust for the direct or indirect benefit of the shareholder or the immediate family of the shareholder, provided that the trustee agrees to be bound by the same restrictions; (iii) as a distribution to its shareholders, partners or members, provided that such shareholders, partners or members agree to be bound by the same restrictions; (iv) as required under any of our benefit plans or our bye-laws; (v) as collateral for any loan, provided that the lender agrees to be bound by the same restrictions;

(vi) with respect to sales of securities acquired in the open market; or (vii) to an executor or heir in the event of the death of the shareholder, provided that the executor or heir agrees to be bound by the same restrictions. In addition, the restrictions described above do not apply to the exercise of any options or other convertible securities granted under any of our benefit plans.

In addition, upon an initial public offering by us, our directors, executive officers and Founding Shareholders generally will not be able to sell our common shares for a period of 90 days following the effective date of the registration statement with respect to the initial public offering. See “Description of Share Capital — Registration Rights.”

In addition, upon an initial public offering by us, the holders of our common shares that are beneficiaries of the registration rights agreement and not our employees or affiliates will not be able to sell our common shares for a period of 60 days following the effective date of the registration statement with respect to the initial public offering.

MATERIAL TAX CONSIDERATIONS

The following summary of our taxation and the taxation of our shareholders is based upon current law and is for general information only. Legislative, judicial or administrative changes may be forthcoming that could affect this summary.

The following legal discussion (including and subject to the matters and qualifications set forth in such summary) of the material tax considerations under (i) “Taxation of Maiden Holdings and Maiden Insurance — Bermuda” and “Taxation of Shareholders — Bermuda Taxation” is based upon the advice of Conyers Dill & Pearman, our Bermuda counsel, (ii) “Taxation of Maiden Holdings and Maiden Insurance — United States” and “Taxation of Shareholders — United States Taxation” is based upon the advice of Dewey & LeBoeuf LLP, New York, New York, and (iii) “Taxation of Maiden Holdings and Maiden Insurance — United Kingdom” is based upon the advice of Dewey & LeBoeuf, London, United Kingdom. The advice of such firms does not include any factual or accounting matters, determinations or conclusions including amounts and computations of RPII and amounts or components thereof or facts relating to our business or activities and is premised on the accuracy of the assumptions contained herein and the factual statements and representations made to such firms. The discussion is based upon current law. Legislative, judicial or administrative changes or interpretations may be forthcoming that could be retroactive and could affect the tax consequences to us or holders of our shares. The tax treatment of a holder of our shares, or of a person treated as a holder of our shares for U.S. federal income, state, local or non-U.S. tax purposes, may vary depending on the holder’s particular tax situation. Statements contained herein as to the beliefs, expectations and conditions of Maiden Holdings and Maiden Insurance as to the application of such tax laws or facts represent the view of management as to the application of such laws and do not represent the opinions of counsel.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES CONCERNING THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF OWNING THE SHARES.

Taxation of Maiden Holdings and Maiden Insurance

Bermuda

Under current Bermuda law, there is no income, corporate or profits tax or withholding tax, capital gains tax or capital transfer tax, estate or inheritance tax payable by us or our shareholders, other than shareholders ordinarily resident in Bermuda, if any. Maiden Holdings and Maiden Insurance will each apply for and expect to receive from the Minister of Finance under The Exempted Undertaking Tax Protection Act 1966, as amended, an assurance that, in the event that Bermuda enacts legislation imposing tax computed on profits, income, any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance, then the imposition of any such tax shall not be applicable to Maiden Holdings and Maiden Insurance or to any of their operations or their shares, debentures or other obligations, until March 28, 2016. Maiden Holdings and Maiden Insurance could be subject to taxes in Bermuda after that date. This assurance is subject to the proviso that it is not to be construed so as to prevent the application of any tax or duty to such persons as are ordinarily resident in Bermuda or to prevent the application of any tax payable in accordance with the provisions of the Land Tax Act 1967 or otherwise payable in relation to any property leased to Maiden Holdings and Maiden Insurance. Maiden Holdings and Maiden Insurance will each pay annual Bermuda government fees, and Maiden Insurance will pay annual insurance license fees. In addition, all entities employing individuals in Bermuda are required to pay a payroll tax and there are other sundry taxes payable, directly or indirectly, to the Bermuda government.

United States

The following discussion is a summary of material U.S. tax considerations relating to our operations. A non-U.S. corporation that is engaged in the conduct of a U.S. trade or business will be subject to U.S. federal income tax as described below, unless

entitled to the benefits of an applicable tax treaty. Whether business is being conducted in the United States is an inherently factual determination. However, (i) because there is considerable uncertainty as to activities which constitute being engaged in a trade or business within the United States, (ii) a significant portion of Maiden Insurance's business will be reinsurance of AmTrust's insurance subsidiaries and Maiden Insurance may not be able to expand its reinsurance business beyond its

agreement with AmTrust, (iii) our Chairman of the Board is AmTrust's President and Chief Executive Officer, and certain of our executive officers and former executive officers are also executive officers of AmTrust, including (a) our former interim Chief Financial Officer is AmTrust's Chief Financial Officer, and (b) our Chief Executive Officer is currently an executive officer of AmTrust and is expected to continue to serve as an executive officer of AmTrust on a transitional basis, (iv) we will have an asset management agreement with a subsidiary of AmTrust and may also have additional contractual relationships with AmTrust in the future (see "Certain Relationships and Related Transactions"), and (v) the activities conducted outside the United States related to Maiden Insurance's start-up were limited, we cannot be certain that the IRS will not contend successfully that we are engaged in a trade or business in the U.S. A non-U.S. corporation deemed to be so engaged would be subject to U.S. federal income tax at regular corporate rates, as well as the branch profits tax, on its income which is treated as effectively connected with the conduct of that trade or business unless the corporation is entitled to relief under the permanent establishment provision of an applicable tax treaty, as discussed below. Such income tax, if imposed, would be based on effectively connected income computed in a manner generally analogous to that applied to the income of a U.S. corporation, except that a non-U.S. corporation is generally entitled to deductions and credits only if it files a U.S. federal income tax return. Maiden Insurance intends to file protective U.S. federal income tax returns. The highest marginal federal income tax rates currently are 35% for a corporation's effectively connected income and 30% for the additional "branch profits" tax.

If Maiden Insurance is entitled to benefits under the income tax treaty between the United States and Bermuda, which we refer to as the Bermuda Treaty, Maiden Insurance would not be subject to U.S. federal income tax on any income found to be effectively connected with a U.S. trade or business unless that trade or business is conducted through a permanent establishment in the United States. No regulations interpreting the Bermuda Treaty have been issued. Maiden Insurance currently intends to conduct its activities so that it does not have a permanent establishment in the United States, although we cannot be certain that we will achieve this result.

An insurance enterprise resident in Bermuda generally will be entitled to the benefits of the Bermuda Treaty if (i) more than 50% of its shares are owned beneficially, directly or indirectly, by individual residents of the United States or Bermuda or U.S. citizens and (ii) its income is not used in substantial part, directly or indirectly, to make disproportionate distributions to, or to meet certain liabilities of, persons who are neither residents of either the United States or Bermuda nor U.S. citizens. We cannot be certain that Maiden Insurance will be eligible for Bermuda Treaty benefits immediately following this offering or in the future because of factual and legal uncertainties regarding the residency and citizenship of Maiden Holdings' shareholders. Maiden Holdings would not be eligible for treaty benefits because it is not an insurance company. Accordingly, Maiden Holdings and Maiden Insurance have conducted and intend to conduct substantially all of their operations outside the United States and to limit their U.S. contacts, other than as noted above, so that Maiden Holdings and Maiden Insurance can mitigate the risk that they would be treated as engaged in the conduct of a trade or business in the United States.

Non-U.S. insurance companies carrying on an insurance business within the United States have a certain minimum amount of effectively connected net investment income, determined in accordance with a formula that depends, in part, on the amount of U.S. risk insured or reinsured by such companies. If Maiden Insurance is considered to be engaged in the conduct of an insurance business in the United States and it is not entitled to the benefits of the Bermuda Treaty in general (because it fails to satisfy one of the limitations on treaty benefits discussed above), the Code could subject a significant portion of Maiden Insurance's investment income to U.S. federal income tax. In addition, while the Bermuda Treaty clearly applies to premium income, it is uncertain whether the Bermuda Treaty applies to other income such as investment income. If Maiden Insurance is considered engaged in the conduct of an insurance business in the United States and is entitled to the benefits of the Bermuda Treaty in general, but the Bermuda Treaty is interpreted to not apply to investment income, a significant portion of Maiden Insurance's investment income could be subject to U.S. federal income tax.

Non-U.S. corporations not engaged in a trade or business in the United States are nonetheless subject to a U.S. income tax imposed by withholding on certain "fixed or determinable annual or periodic gains, profits

and income" derived from sources within the United States (such as dividends and certain interest on investments), subject to exemption under the Code or reduction by applicable treaties. The Bermuda Treaty does not reduce the U.S. federal withholding rate on U.S.-sourced investment income.

The United States also imposes an excise tax on insurance and reinsurance premiums paid to non-U.S. insurers or reinsurers (i) with respect to risks of a U.S. entity or individual located wholly or partly within the United States and (ii) with respect to risks of a non-U.S. entity or individual engaged in a trade or business in the United States which are located within the United States. The rates of tax applicable to premiums paid to Maiden Insurance are 4% for direct casualty insurance premiums and 1% for reinsurance premiums.

With respect to related party cross border reinsurance, section 845 of the Code allows the IRS to allocate income, deductions, assets, reserves, credits and any other items related to a reinsurance agreement among certain related parties to the reinsurance agreement, or in circumstances where one party is an agent of the other, recharacterize such items, or make any other adjustment, in order to reflect the proper source, character or amount of the items for each party. In addition, if a reinsurance contract has a significant tax avoidance effect on any party to the contract, the IRS may make adjustments with respect to such party to eliminate

the tax avoidance effect. No regulations have been issued under section 845 of the Code. Accordingly, the application of such provisions to us is uncertain and we cannot predict what impact, if any, such provisions may have on us.

United Kingdom

A company which is resident in the UK for UK corporation tax purposes is subject to UK corporation tax in respect of its worldwide income and gains. Neither Maiden Holdings nor Maiden Insurance is incorporated in the UK. Nevertheless, Maiden Holdings or Maiden Insurance would be treated as being resident in the UK for UK corporation tax purposes if its central management and control were exercised in the UK. The concept of central management and control is indicative of the highest level of control of a company's affairs, which is wholly a question of fact. The directors and officers of both Maiden Holdings and Maiden Insurance intend to manage their affairs so that both companies are resident in Bermuda, and not resident in the UK, for UK tax purposes. However, Her Majesty's Revenue & Customs could challenge our tax residence status.

A company which is not resident in the UK for UK corporation tax purposes can nevertheless be subject to UK corporation tax at the rate of 30% if it carries on a trade in the UK through a permanent establishment in the UK, but the charge to UK corporation tax is limited to profits (including income profits and chargeable gains) attributable directly or indirectly to such permanent establishment.

The directors and officers of Maiden Insurance intend to operate the business of Maiden Insurance in such a manner that it does not carry on a trade in the UK through a permanent establishment in the UK. Nevertheless, Her Majesty's Revenue & Customs might contend successfully that Maiden Insurance is trading in the UK through a permanent establishment in the UK because:

- there is considerable uncertainty as to the activities which constitute carrying on a trade in the UK through a permanent establishment in the UK;
- a portion of Maiden Insurance's business will be reinsurance of AmTrust's UK insurance subsidiary;
- our President and Chief Executive Officer:
  - is expected to continue to serve as Managing Director of AmTrust International Underwriters Limited, which has substantial operations in the UK, for a transitional period;
  - is expected to continue to be professionally based and personally tax resident in the UK during a transition period (which will not extend past December 31, 2007), traveling to Bermuda as needed;
  - is expected, thereafter, to split his time between the UK and Bermuda; and
  - has extensive relationships in the London reinsurance markets, which he intends to exploit for the benefit of Maiden Insurance; and

- the nature of the business of Maiden Insurance is not expected to require more than a relatively small underwriting team in Bermuda.

The UK has no income tax treaty with Bermuda. Companies that are neither resident in the UK nor entitled to the protection afforded by a double tax treaty between the UK and the jurisdiction in which they are resident are liable to income tax in the UK, at the basic rate of 22%, on the profits of a trade carried on in the UK, where that trade is not carried on through a permanent establishment in the UK. The directors and officers of Maiden Insurance intend to operate the business in such a manner that Maiden Insurance will not fall within the charge to income tax in the UK (other than by way of deduction or withholding) in this respect.

If either Maiden Holdings or Maiden Insurance were treated as being resident in the UK for UK corporation tax purposes, or if Maiden Insurance were treated as carrying on a trade in the UK, whether through a permanent establishment or otherwise, the results of the Group's operations would be materially adversely affected.

Taxation of Shareholders

Bermuda Taxation

Currently, there is no Bermuda income, corporate or profits tax or withholding tax, capital gains tax or capital transfer tax, estate or inheritance tax or other tax payable by holders of our shares, other than shareholders ordinarily resident in Bermuda, if any.

United States Taxation

The following summary sets forth the material U.S. federal income tax considerations related to the ownership and disposition of our shares. Unless otherwise stated, this summary deals only with shareholders that are U.S. Persons (as defined below) who acquire our shares through this offering, who do not own (directly, indirectly through non-U.S. entities or "constructively") shares of Maiden Holdings or Maiden Insurance prior to this offering and who hold their shares as capital assets within the meaning of section 1221 of the Code. The following discussion is only a discussion of the material U.S. federal income tax matters as described herein and does not purport to address all of the U.S. federal income tax consequences that may be relevant to a particular shareholder in light of such shareholder's specific circumstances. In addition, except as disclosed below, the following summary does not address the U.S. federal income tax consequences that may be relevant to special classes of shareholders, such as financial institutions, insurance companies, regulated investment companies, real estate investment trusts, dealers or traders in securities, tax exempt organizations, expatriates, investors in pass-through entities, persons who are considered with respect to any of us as "United States shareholders" for purposes of the CFC rules of the Code (generally, a U.S. Person, as defined below, who owns, directly, indirectly through foreign entities or constructively, 10% or more of the total combined voting power of all classes of Maiden Holdings or Maiden Insurance shares entitled to vote (a "10% U.S. Shareholder")), or persons who hold their shares as part of a hedging or conversion transaction or as part of a short-sale or straddle, who may be subject to special rules or treatment under the Code. This discussion is based upon the Code, the Treasury Regulations promulgated thereunder and any relevant

administrative rulings or pronouncements or judicial decisions, all as in effect on the date hereof and as currently interpreted, and does not take into account possible changes in such tax laws or interpretations thereof, which may apply retroactively. This discussion does not include any description of the tax laws of any state or local governments within the United States or of any non-U.S. government and does not discuss the effect of the alternative minimum tax. Persons considering making an investment in our shares should consult their own tax advisors concerning the application of the U.S. federal tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction prior to making such investment.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds our shares, the tax treatment of the partners will generally depend on the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our shares, you should consult your tax advisor.

For purposes of this discussion, the term "U.S. Person" means: (i) an individual citizen or resident of the United States, (ii) a partnership or corporation created or organized in or under the laws of the United States, or under the laws of any State thereof (including the District of Columbia), (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, (iv) a trust if either (x) a court within the United States is able to exercise primary supervision over the administration of such trust and one or more U.S. Persons have the authority to control all substantial decisions of such trust or (y) the trust has a valid election in effect to be treated as a U.S. Person for U.S. federal income tax purposes or (v) any other person or entity that is treated for U.S. federal income tax purposes as if it were one of the foregoing.

Taxation of Distributions. Subject to the discussions below relating to the potential application of the CFC, RPII and PFIC rules, cash distributions made with respect to our shares will constitute dividends for U.S. federal income tax purposes to the extent paid out of current or accumulated earnings and profits of Maiden Holdings (as computed using U.S. tax principles). To the extent such distributions exceed Maiden Holdings' earnings and profits, they will be treated first as a return of the shareholder's basis in their shares to the extent thereof, and then as gain from the sale of a capital asset. Dividends paid by us to corporate holders will not be eligible for the dividends-received deduction. If we successfully list our common shares on the NASDAQ Global Market or the New York Stock Exchange, we believe dividends paid by us on our common shares before 2011 to non-corporate holders will be eligible for reduced rates of tax up to a maximum of 15% as qualified dividend income, provided that we are not a PFIC and certain other requirements, including stock holding period requirements, are satisfied.

Classification of Maiden Holdings or Maiden Insurance as CFCs. Each 10% U.S. Shareholder of a non-U.S. corporation that is a CFC for an uninterrupted period of 30 days or more during a taxable year, and who owns shares in the CFC, directly or indirectly through non-U.S. entities, on the last day of the CFC's taxable year, must include in its gross income for U.S. federal income tax purposes its pro rata share of the CFC's "subpart F income," even if the subpart F income is not distributed. "Subpart F income" of a non-U.S. insurance corporation typically includes foreign personal holding company income (such as interest, dividends and other types of passive income), as well as insurance and reinsurance income (including underwriting and investment income). A non-U.S. corporation is considered a CFC if 10% U.S. Shareholders own (directly, indirectly through non-U.S. entities or by attribution by application of the constructive ownership rules of section 958(b) of the Code (that is, "constructively")) more than 50% of the total combined voting power of all classes of voting stock of such non-U.S. corporation, or more than 50% of the total value of all stock of such corporation on any day of the taxable year of such corporation, which we refer to as the 50% CFC Test. For purposes of taking into account insurance income, a CFC also includes a non-U.S. insurance company in which more than 25% of the total combined voting power of all classes of stock or more than 25% of the total value of all stock is owned (directly, indirectly through non-U.S. entities or constructively) by 10% U.S. Shareholders on any day of the taxable year of such corporation, which we refer to as the 25% CFC Test, if the gross amount of premiums or other consideration for the reinsurance or the issuing of insurance or annuity contracts (other than certain insurance or reinsurance related to same country risks written by certain insurance companies not applicable here) exceeds 75% of the gross amount of all premiums or other consideration in respect of all risks. Moreover, Maiden Insurance may be characterized as a CFC even if, based on the nominal voting power attributable to its shares, it avoids CFC characterization under the 50% CFC Test in the case of Maiden Holdings and the 25% CFC Test in the case of Maiden Insurance if, based on the facts and circumstances, U.S. Persons who are not 10% U.S. Shareholders based on the nominal voting power attributable to the shares of Maiden Holdings or Maiden Insurance owned by such U.S. Persons exercise control over Maiden Holdings or Maiden Insurance disproportionate to their nominal voting power in such a manner that Maiden Holdings or Maiden Insurance should be considered a CFC under the 50% CFC Test or 25% CFC Test, as applicable.

Because George Karfunkel, Michael Karfunkel and Barry Zyskind owned all of the shares of Maiden Holdings prior to July 3, 2007, Maiden Holdings was a CFC during the period of 2007 prior to July 3, 2007. Following the offering, Barry Zyskind may be treated as a 10% U.S. Shareholder of Maiden Holdings and Maiden Insurance as a result of his seat on the board of Maiden Holdings. We believe, subject to the discussion below, that after the closing of this offering, because of the anticipated dispersion of our share ownership, provisions in our organizational documents that limit voting power (these provisions are described in

"Description of Share Capital") and other factors, no U.S. Person who acquires our shares in this offering directly or indirectly through non-U.S. entities and that did not own (directly, indirectly through non-U.S. entities, or "constructively") shares of Maiden Holdings or Maiden Insurance prior to this offering should be treated as owning (directly, indirectly through non-U.S. entities or "constructively") 10% or more of the total voting power of all classes of shares of Maiden Holdings or Maiden Insurance. However, the IRS could challenge the effectiveness of the provisions in our organizational documents and a court could sustain such a challenge. Accordingly, no assurance can be given that a U.S. Person who owns our shares other than Barry Zyskind will not be characterized as a 10% U.S. Shareholder.

The RPII CFC Provisions. The following discussion generally is applicable only if either the 20% Gross Income Exception (as defined below) or the 20% Ownership Exception (as defined below) is not met. The following discussion generally would not apply for any tax year in which Maiden Insurance meets the 20% Gross Income Exception or the 20% Ownership Exception. Although we cannot be certain, we believe that Maiden Insurance should meet either the 20% Ownership Exception or the 20% Gross Income Exception for each tax year for the foreseeable future.

RPII is any insurance income (as defined below) attributable to policies of insurance or reinsurance with respect to which the person (directly or indirectly) insured is a RPII shareholder (as defined below) or a related person (as defined below) to such RPII shareholder. In general, and subject to certain limitations, "insurance income" is income (including premium and investment income) attributable to the issuing of any insurance or reinsurance contract which would be taxed under the portions of the Code relating to insurance companies if the income were the income of a domestic insurance company. The term "RPII shareholder" means any U.S. Person who owns (directly or indirectly through non-U.S. entities) any amount of Maiden Holdings' or Maiden Insurance's shares. Generally, the term "related person" for this purpose means someone who controls or is controlled by the RPII shareholder or someone who is controlled by the same person or persons which control the RPII shareholder. Control is measured by either more than 50% in value or more than 50% in voting power of stock applying certain constructive ownership principles. A corporation's pension plan is ordinarily not a related person with respect to the corporation unless the pension plan owns, directly or indirectly through the application of certain constructive ownership rules, more than 50%, measured by vote or value, of the stock of the corporation. Maiden Insurance will be treated as a CFC under the RPII provisions if RPII shareholders are treated as owning (directly, indirectly through non-U.S. entities or constructively) 25% or more of the shares of Maiden Insurance by vote or value.

RPII Exceptions. The special RPII rules do not apply to Maiden Insurance if (i) direct and indirect insureds and persons related to such insureds, whether or not U.S. Persons, are treated as owning (directly or indirectly through entities) less than 20% of the voting power and less than 20% of the value of the shares of Maiden Insurance, which we refer to as the 20% Ownership Exception, (ii) RPII, determined on a gross basis, is less than 20% of the gross insurance income of Maiden Insurance for the taxable year, which we refer to as the 20% Gross Income Exception, (iii) Maiden Insurance elects to be taxed on its RPII as if the RPII were effectively connected with the conduct of a U.S. trade or business and to waive all treaty benefits with respect to RPII and meet certain other requirements or (iv) Maiden Insurance elects to be treated as a U.S. corporation and waives all treaty benefits and meets certain other requirements. Maiden Insurance does not intend to make these elections. Where none of these exceptions applies to Maiden Insurance, each U.S. Person owning directly or indirectly through non-U.S. entities, any shares in Maiden Holdings (and therefore indirectly, in Maiden Insurance) on the last day of Maiden Insurance's taxable year will be required to include in its gross income for U.S. federal income tax purposes its share of the RPII of Maiden Insurance for the portion of the taxable year during which Maiden Insurance was a CFC under the RPII provisions, determined as if all such RPII were distributed proportionately only to such U.S. Persons at that date, but limited by each such U.S. Person's share of Maiden Insurance's current-year earnings and profits as reduced by the U.S. Person's share, if any, of certain prior-year deficits in earnings and profits. Maiden Insurance intends to operate in a manner that is intended to ensure that it qualifies for either the 20% Gross Income Exception or the 20% Ownership Exception; however, it is possible that we will not be successful in qualifying under these exceptions.

Computation of RPII. In order to determine how much RPII Maiden Insurance has earned in each taxable year (for purposes of providing this information to RPII shareholders), Maiden Insurance may obtain and rely upon information from its insureds and reinsureds to determine whether any of the insureds, reinsureds or

persons related thereto own (directly or indirectly through non-U.S. entities) shares of Maiden Insurance and are U.S. Persons. Maiden Insurance may not be able to determine whether any of its underlying direct or indirect insureds are RPII shareholders or related persons to such RPII shareholders. Consequently, Maiden Insurance may not be able to determine accurately the gross amount of RPII it earns in a given taxable year or whether either the 20% Gross Income Exception or the 20% Ownership Exception is met. For any year in which the 20% Ownership Exception does not apply and the 20% Gross Income Exception is not met, Maiden Holdings may also seek information from its shareholders as to whether beneficial owners of Maiden Insurance shares at the end of the year are U.S. Persons so that the RPII may be determined and apportioned among such persons; to the extent Maiden Holdings is unable to determine whether a beneficial owner of Maiden Insurance shares is a U.S. Person, Maiden Holdings may assume that such owner is not a U.S. Person, thereby increasing the per share RPII amount for all known RPII shareholders.

If, as expected, Maiden Insurance meets the 20% Ownership Exception or 20% Gross Income Exception for a taxable year, RPII shareholders will not be required to include RPII in their taxable income. The amount of RPII includible in the income of a RPII shareholder is based upon the net RPII income for the year after deducting related expenses such as losses, loss reserves and operating expenses.

Apportionment of RPII to U.S. Persons. Every RPII shareholder who directly or indirectly owns shares of Maiden Insurance on the last day of any taxable year of Maiden Insurance in which the 20% Ownership Exception does not apply to Maiden Insurance and the 20% Gross Income Exception is not met should expect that for such year the RPII Shareholder will be required to include in gross income its share of Maiden Insurance's RPII for the portion of the taxable year during which Maiden Insurance was a CFC under the RPII provisions, whether or not distributed, even though such shareholders may not have owned the shares throughout such period. A RPII shareholder who owns Maiden Insurance shares during such taxable year but not on the last day of the taxable year is not required to include in gross income any part of Maiden Insurance's RPII.

Uncertainty as to Application of RPII. The RPII provisions have never been interpreted by the courts or the U.S. Treasury Department in final regulations, and regulations interpreting the RPII provisions of the Code exist only in proposed form. It is not certain whether these regulations will be adopted in their proposed form or what changes or clarifications might ultimately be made thereto or whether any such changes, as well as any interpretation or application of the RPII provisions by the IRS, the courts or otherwise, might have retroactive effect. These provisions include the grant of authority to the U.S. Treasury Department to prescribe "such regulations as may be necessary to carry out the purpose of this subsection including ... regulations preventing the avoidance of this subsection through cross insurance arrangements or otherwise." Accordingly, the meaning of the RPII provisions

and the application thereof to Maiden Insurance is uncertain. In addition, we cannot be certain that the amount of RPII or the amounts of the RPII inclusions for any particular RPII shareholder, if any, will not be subject to adjustment based upon subsequent IRS examination. Any prospective investors considering an investment in our shares should consult his tax advisor as to the effects of these uncertainties.

Basis Adjustments. A U.S. shareholder's tax basis in its shares will be increased by the amount of any subpart F income, including any RPII, included in income by the U.S. shareholder. Any distributions made by Maiden Holdings out of previously taxed subpart F income, including RPII income, will be exempt from further U.S. income tax in the hands of the U.S. shareholder. The U.S. shareholder's tax basis in its shares will be reduced by the amount of any distributions by Maiden Holdings that are excluded from income under this rule.

Information Reporting. Under certain circumstances, U.S. Persons who own (directly or indirectly) shares in a non-U.S. corporation are required to file IRS Form 5471 with their U.S. federal income tax returns. Generally, information reporting on IRS Form 5471 is required by (i) a person who is treated as a RPII shareholder, (ii) a 10% U.S. Shareholder of a non-U.S. corporation that is a CFC for an uninterrupted period of 30 days or more during any tax year of the non-U.S. corporation, and who owned the stock on the last day of that year and (iii) under certain circumstances, a U.S. Person who acquires stock in a non-U.S. corporation and as a result thereof owns 10% or more of the voting power or value of such non-U.S. corporation, whether or not such non-U.S. corporation is a CFC. For any taxable year in which Maiden Holdings determines that

the 20% Gross Income Exception is not met and the 20% Ownership Exception does not apply, Maiden Holdings will provide to all U.S. Persons registered as shareholders of its shares a completed IRS Form 5471 or the relevant information necessary to complete the form. Failure to file IRS Form 5471 may result in penalties.

Tax-Exempt Shareholders. Tax-exempt entities will generally be required to treat certain subpart F insurance income, including RPII, that is includible in income by the tax-exempt entity as unrelated business taxable income. Prospective investors that are tax exempt entities are urged to consult their tax advisors as to the potential impact of the unrelated business taxable income provisions of the Code. A tax-exempt organization that is treated as a 10% U.S. Shareholder or a RPII shareholder also must file IRS Form 5471 in the circumstances described above.

Dispositions of Shares. Subject to the discussions below relating to the potential application of the Code section 1248 and PFIC rules, U.S. holders of our shares generally should recognize capital gain or loss for U.S. federal income tax purposes on the sale, exchange or other disposition of our shares in the same manner as on the sale, exchange or other disposition of any other shares held as capital assets. If the holding period for the shares exceeds one year, any gain will be subject to tax at a current maximum marginal tax rate of 15% for individuals and certain other non-corporate shareholders and 35% for corporations. Moreover, gain, if any, generally will be U.S. source gain and will generally constitute "passive income" for foreign tax credit limitation purposes.

Code section 1248 provides that if a U.S. Person sells or exchanges stock in a non-U.S. corporation and such person owned, directly, indirectly through certain non-U.S. entities or constructively, 10% or more of the voting power of the corporation at any time during the five-year period ending on the date of disposition when the corporation was a CFC, any gain from the sale or exchange of the shares will be treated as a dividend to the extent of the CFC's earnings and profits (determined under U.S. federal income tax principles) during the period that the shareholder held the shares and while the corporation was a CFC (with certain adjustments). We believe that, because of the anticipated dispersion of our share ownership, provisions in our organizational documents that limit voting power and other factors, no U.S. Person who acquires shares in this offering directly or indirectly through non-U.S. entities and that did not own (directly, indirectly through non-U.S. entities, or "constructively") shares of Maiden Holdings prior to this offering should be treated as owning (directly, indirectly through non-U.S. entities or "constructively") 10% or more of the total voting power of all classes of shares of Maiden Holdings; to the extent this is the case, the application of Code section 1248 under the regular CFC rules should not apply to dispositions of our shares. It is possible, however, that the IRS could challenge the effectiveness of these provisions and that a court could sustain such a challenge. A 10% U.S. Shareholder may in certain circumstances be required to report a disposition of shares of a CFC by attaching IRS Form 5471 to the U.S. federal income tax or information return that it would normally file for the taxable year in which the disposition occurs. In the event this is determined necessary, Maiden Holdings will provide a completed IRS Form 5471 or the relevant information necessary to complete the Form.

Code section 1248 also applies to the sale or exchange of shares in a non-U.S. corporation if the non-U.S. corporation would be treated as a CFC for RPII purposes regardless of whether the shareholder is a 10% U.S. Shareholder or whether the 20% Gross Income Exception is met or the 20% Ownership Exception applies. Existing proposed regulations do not address whether Code section 1248 would apply if a non-U.S. corporation is not a CFC but the non-U.S. corporation has a subsidiary that is a CFC and that would be taxed as an insurance company if it were a domestic corporation. We believe, however, that this application of Code section 1248 under the RPII rules should not apply to dispositions of our shares because Maiden Holdings will not be directly engaged in the insurance business. We cannot be certain, however, that the IRS will not interpret the proposed regulations in a contrary manner or that the U.S. Treasury Department will not amend the proposed regulations to provide that these rules will apply to dispositions of our shares. Prospective investors should consult their tax advisors regarding the effects of these rules on a disposition of our shares.

Passive Foreign Investment Companies. In general, a non-U.S. corporation will be a PFIC during a given year if (i) 75% or more of its gross income constitutes "passive income," or the "75% test" or (ii) 50% or more of its assets produce (or are held for the production of) passive income, or the "50% test". A non-U.S. corporation will not be treated as a PFIC, however, for its first taxable year in which it has gross income

("Start-up Year"), provided (i) no "predecessor" of the non-U.S. corporation was a PFIC, (ii) it can be established that the non-U.S. corporation will not be a PFIC for either of the first two taxable years following the Start-up Year and (iii) the non-U.S. corporation is not a PFIC for either of such two years.

If Maiden Holdings were characterized as a PFIC during a given year, each U.S. Person holding our shares would be subject to a penalty tax at the time of the sale at a gain of, or receipt of an "excess distribution" with respect to, their shares, unless such person is a 10% U.S. Shareholder in a taxable year in which Maiden Holdings is a CFC or made a "qualified electing fund election." It is uncertain that Maiden Holdings would be able to provide its shareholders with the information necessary for a U.S. Person to make a qualified electing fund election. In addition, if Maiden Holdings were considered a PFIC, upon the death of any U.S. individual owning shares, such individual's heirs or estate would not be entitled to a "step-up" in the basis of their shares that might otherwise be available under U.S. federal income tax laws. In general, a shareholder receives an "excess distribution" if the amount of the distribution is more than 125% of the average distribution with respect to the shares during the three preceding taxable years (or shorter period during which the taxpayer held the shares). In general, the penalty tax is equivalent to the generally applicable U.S. federal income tax and an interest charge on taxes that are deemed due during the period the shareholder owned the shares, computed by assuming that the excess distribution or gain (in the case of a sale) with respect to the shares was taken in equal portion at the highest applicable tax rate on ordinary income throughout the shareholder's period of ownership. In addition, a distribution paid by a PFIC to U.S. shareholders that is characterized as a dividend and is not characterized as an excess distribution would not be eligible for a reduced rate of tax as qualified dividend income.

For the above purposes, passive income generally includes interest, dividends, annuities and other investment income. The PFIC rules provide that income "derived in the active conduct of an insurance business by a corporation which is predominantly engaged in an insurance business ... is not treated as passive income." The PFIC provisions also contain a look-through rule under which a non-U.S. corporation shall be treated as if it "received directly its proportionate share of the income ..." and as if it "held its proportionate share of the assets ..." of any other corporation in which it owns at least 25% of the value of the stock. Under the look-through rule, Maiden Holdings should be deemed to own its proportionate share of the assets and to have received its proportionate share of the income of Maiden Insurance for purposes of the 75% test and the 50% test. We expect that the income and assets of Maiden Holdings other than the income generated by Maiden Insurance and the assets held by Maiden Insurance will be *de minimis* in each year of operations with respect to the overall income and assets of Maiden Holdings and Maiden Insurance.

The insurance income exception is intended to ensure that income derived by a bona fide insurance company is not treated as passive income, except to the extent such income is attributable to financial reserves in excess of the reasonable needs of the insurance business. We expect, for purposes of the PFIC rules, that Maiden Insurance will be predominantly engaged in the active conduct of an insurance business and is unlikely to have financial reserves in excess of the reasonable needs of its insurance business in each year of operations. Accordingly, the Insurance Company Exception should apply to Maiden Insurance, and none of the income or assets of Maiden Insurance should be treated as passive. As a result, based upon the look-through rule, we believe that Maiden Holdings should not be and we currently do not expect Maiden Holdings should be treated as a PFIC, however, we cannot assure that the IRS will not successfully conclude otherwise, if, for example, Maiden Insurance is not able to expand its reinsurance business beyond its agreement with AmTrust, or if Mr. Caviet and other similarly qualified individuals do not become full-time employees of Maiden Insurance. Further, we cannot be certain that we will not be characterized as a PFIC, as there are currently no regulations regarding the application of the PFIC provisions to an insurance company and new regulations or pronouncements interpreting or clarifying these rules may be forthcoming. Prospective investors should consult their tax advisor as to the effects of the PFIC rules.

The IRS, in Revenue Ruling 2005-40, took the position that a transaction between an insurer and an insured did not provide risk distribution, and thus did not constitute insurance for U.S. federal income tax purposes, when the insured provided over 90% of the insurer's premiums for the year. We do not believe that IRS would attempt to apply such a rule to quota share reinsurance transactions in which the ceding company cedes a significant number of unrelated risks to the reinsurer, even if the ceding company provided substantially all of the reinsurance business, nor do we believe the IRS would be successful if it took such a position.

Nevertheless, if the IRS successfully asserted such a position and transactions between AmTrust and its affiliates on one hand and Maiden Insurance on the other hand were not considered insurance, Maiden Insurance likely would not qualify for the insurance income exception, in which case Maiden Holdings could be considered a PFIC. Further, it is possible that Maiden Insurance may not qualify for the insurance income exception to the PFIC rules for any taxable year in which its only business was the reinsurance of affiliates of AmTrust.

Foreign Tax Credit. If U.S. Persons own a majority of our shares, only a portion of the current income inclusions, if any, under the CFC, RPII and PFIC rules and of dividends paid by us (including any gain from the sale of shares that is treated as a dividend under section 1248 of the Code) will be treated as foreign source income for purposes of computing a shareholder's U.S. foreign tax credit limitations. We will consider providing shareholders with information regarding the portion of such amounts constituting foreign source income to the extent such information is reasonably available. It is also likely that substantially all of the subpart F income, RPII and dividends that are foreign source income will constitute either "passive" or "general" income. Thus, it may not be possible for most shareholders to utilize excess foreign tax credits to reduce U.S. tax on such income.

Information Reporting and Backup Withholding on Distributions and Disposition Proceeds. Information returns may be filed with the IRS in connection with distributions on our shares and the proceeds from a sale or other disposition of the shares unless the holder of the shares establishes an exemption from the information reporting rules. A holder of shares that does not establish such an exemption may be subject to U.S. backup withholding tax on these payments if the holder is not a corporation or non-U.S. Person or fails to provide its taxpayer identification number or otherwise comply with the backup withholding rules. The amount of any backup withholding from a payment to a U.S. Person will be allowed as a credit against the U.S. Person's U.S. federal income tax liability and may entitle the U.S. Person to a refund, provided that the required information is furnished to the IRS.

Proposed U.S. Tax Legislation. Legislation has been introduced in the U.S. Congress intended to eliminate certain perceived tax advantages of companies (including insurance companies) that have legal domiciles outside the United States but have certain U.S. connections. It is possible that legislation could be introduced and enacted by the current Congress or future Congresses that could

have an adverse impact on us or our shareholders. For example, legislation has been introduced in Congress that would, if enacted, deny "qualified dividend income" treatment to amounts paid by any corporation organized under the laws of a foreign country which does not have a comprehensive income tax system, such as Bermuda. It is possible that this legislative proposal, if enacted, could apply retroactively. Therefore, depending on whether, when and in what form this legislative proposal is enacted, we cannot assure you that any dividends paid by us in the future would qualify for reduced rates of tax.

Additionally, the U.S. federal income tax laws and interpretations regarding whether a company is engaged in a trade or business within the United States or is a PFIC, or whether U.S. Persons would be required to include in their gross income the subpart F income or the RPII of a CFC, are subject to change, possibly on a retroactive basis. There are currently no regulations regarding the application of the PFIC rules to insurance companies and the regulations regarding RPII are still in proposed form. New regulations or pronouncements interpreting or clarifying such rules may be forthcoming. We cannot be certain if, when or in what form such regulations or pronouncements may be provided and whether such guidance will have a retroactive effect.

SHARES ELIGIBLE FOR FUTURE SALE

We have 59,550,000 common shares outstanding, consisting of (1) 51,750,000 common shares sold in the private offering, and (2) 7,800,000 common shares issued to our Founding Shareholders in connection with our formation and capitalization, prior to the private offering. We are registering 56,920,000 shares pursuant to the registration statement, of which this prospectus is a part. We have also granted stock options to purchase an aggregate of 711,000 of our common shares to our non-employee directors and to some officers of our company. In addition, we issued warrants to our Founding Shareholders to purchase up to 4,050,000 of our common shares, which are described under "Certain Relationships and Related Transactions — Sponsor and Related Agreements."

All of our issued common shares are "restricted securities" as that term is defined in Rule 144 under the Securities Act and, until this Registration Statement is declared effective, may not be sold in the absence of registration under the Securities Act (which is expected to be the case pursuant to the registration rights agreement that requires us to file a registration statement within 90 days of the closing of the private offering) unless an exemption from registration is available, including exemptions contained in Rule 144, which are summarized below.

Rule 144

In general, under Rule 144 as currently in effect, if one year has elapsed since the date of acquisition of restricted common shares from us or any of our affiliates and we have been a public reporting company under the Exchange Act for at least 90 days, the holder of such restricted common shares can sell the shares, provided that the number of shares sold by such person within any three-month period cannot exceed the greater of:

- 1% of the total number of our common shares then outstanding; or
- the average weekly trading volume of our common shares during the four calendar weeks preceding the date on which notice on Form 144 with respect to the sale is filed with the SEC.

Sales under Rule 144 are also subject to manner of sale provisions, notice requirements and to the availability of current public information about us. If two years have elapsed since the date of the acquisition of restricted common shares from us or any of our affiliates and the holder is not one of our affiliates at any time during the three months preceding the proposed sale, such person can sell such shares in the public market under Rule 144(k) without regard to the volume limitations, manner of sale provisions, public information requirements or notice requirements.

No assurance can be given as to (1) the likelihood of an active market for our common shares developing, (2) the liquidity of any such market, (3) the ability of the shareholders to sell the shares or (4) the prices that shareholders may obtain for any of the shares. No prediction can be made as to the effect, if any, that future sales of shares or the availability of shares for future sale will have on the market price prevailing from time to time. Sales of substantial amounts of our common shares, or the perception that such sales could occur, may adversely affect prevailing market prices of the common shares. See "Risk Factors — Risks Related to Our Shares."

Rule 144(k)

Under Rule 144(k), a person who is not deemed to have been one of our affiliates at any time during the three months preceding the proposed sale, and who has beneficially owned the shares proposed to be sold for at least two years, including the holding period of any prior owner who was not an affiliate, is entitled to sell the shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

Lock-Up Agreements

All of our directors and executive officers at the time of our private offering and our Founding Shareholders have agreed to be restricted in their ability to sell, pledge or otherwise dispose of or transfer their common shares in our company for a period beginning on the completion of the private offering until 180 days following the effective date of our shelf registration statement of which this prospectus is a part. In

addition, upon an initial public offering by us, our directors, executive officers and our Founding Shareholders will not be able to sell our common shares for a period of 90 days following completion of the initial public offering.

In addition, we agreed, subject to various exceptions (including an initial public offering of common shares by us), not to sell or issue any common shares or any securities convertible into or exchangeable for common shares, or file any registration statement with the SEC, until 180 days after the private offering, without the prior written consent of Friedman, Billings, Ramsey & Co., Inc.

For a description of other restrictions on transfers and ownership of our common shares held by certain of our shareholders, see "Description of Share Capital" and "Plan of Distribution."

SELLING SHAREHOLDERS

The selling shareholders may from time to time offer and sell pursuant to this prospectus any or all of the common shares set forth below. When we refer to the selling shareholders in this prospectus, we mean those persons listed in the table below, as well as the permitted transferees, pledgees, donees, assignees, successors and others who later come to hold any of the selling shareholders' interests other than through a public sale.

The table below is based on the information provided to us by the selling shareholders and sets forth the name of each selling shareholder and the number of common shares that each selling shareholder may offer pursuant to this prospectus. Except as noted below, none of the selling shareholders has, or within the past three years has had, any material relationship with us or any of our affiliates.

Based on the information provided to us by the selling shareholders, assuming that the selling shareholders sell all of the common shares beneficially owned by them that have been registered by us and do not acquire any additional common shares during the offering, each selling shareholder will not beneficially own any common shares other than the common shares appearing in the column entitled "Beneficial ownership after offering." We cannot advise you as to whether the selling shareholders will in fact sell any or all of such common shares. In addition, the selling shareholders may have sold, transferred or otherwise disposed of, or may sell, transfer or otherwise dispose of, at any time and from time to time, the common shares in transactions exempt from the registration requirements of the Securities Act after the date on which they provided the information set forth in the table below.

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Aaron Wolfson	20,000	*	20,000	—	—
Abraham A. Whittles and Karen G. Whittles, TTEEs, Wire Family Trust	2,500	*	2,500	—	—
Alexandra Global Master Fund Ltd[3]	200,000	*	200,000	—	—
Allied Funding Inc.[4]	10,000	*	10,000	—	—
Ambrosio Blanco	571	*	571	—	—
American Durham LP[5]	107,000	*	107,000	—	—
AMP Enhanced Index International Share Fund[6]	31,500	*	31,500	—	—
Andrew F. Jose	5,000	*	5,000	—	—
Angela Marie & Jerry Tegan, JTWROS[7]	5,000	*	5,000	—	—
Anthony J. & Patricia Landi, JTWROS	1,600	*	1,600	—	—
Anthony J. Landi	800	*	800	—	—
Apple Ridge Partners LP[8]	34,700	*	34,700	—	—
Ascend Partners Fund I Ltd[9]	11,745	*	11,745	—	—
Ascend Partners Fund II BPO Ltd[9]	15,390	*	15,390	—	—
Ascend Partners Fund II LP[9]	10,095	*	10,095	—	—
Ascend Partners Fund II Ltd[9]	27,960	*	27,960	—	—
Banque Privee Edmond de Rothschild – Europe[10]	100,000	*	100,000	—	—
Barry S. & Esther Karfunkel[12]	10,000	*	10,000	—	—
Bay Pond Investors (Bermuda) LP[13]	406,600	*	406,600	—	—
Bay Pond Partners[13]	1,283,900	2.16	1,283,900	—	—
Berencourt Multi-Strategy Enhanced Dedicated Fund[14]	107,692	*	107,692	—	—
Berencourt Multi-Strategy Master Ltd[14]	846,154	1.42	846,154	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Blueprint Partners LP[15]	15,000	*	15,000	—	—

Boston Partners All Cap Value Fund[16]	3,315	*	3,315	—	—
BPF Brood[17]	13,555	*	13,555	—	—
Brad Marshall-Inman SEP IRA	714	*	714	—	—
Bruce & Kathleen Saulnier[18]	5,000	*	5,000	—	—
Brunswick Master Pension Trust[16]	19,420	*	19,420	—	—
Burlingame Equity Investors (Offshore) Ltd[19]	44,561	*	44,561	—	—
Burlingame Equity Investors II LP[19]	12,958	*	12,958	—	—
Burlingame Equity Investors LP[19]	92,481	*	92,481	—	—
Calm Waters Partnership[20]	100,000	*	100,000	—	—
Canyon Balanced Equity Master Fund, Ltd[21]	198,000	*	198,000	—	—
Canyon Value Realization Fund (Cayman), Ltd[21]	1,089,000	1.83	1,089,000	—	—
Canyon Value Realization Fund, LP [21]	378,000	*	378,000	—	—
Canyon Value Realization MAC 18 Ltd.[21]	54,000	*	54,000	—	—
Capital Ventures International[22]	450,000	*	450,000	—	—
Charles & Maryann Post	5,000	*	5,000		
Charles H. Miller	4,500	*	4,500	—	—
Charles K. Nulsen, III	2,500	*	2,500	—	—
Cheyne Special Situations Fund LP[23]	1,950,000	3.27	1,950,000		
Christopher Washburn	5,000	*	5,000	—	—
Cindu International Pension Fund[16]	3,295	*	3,295	—	—
Citi Canyon Ltd.[23a]	18,000	*	18,000	—	—
Clough Global Allocation Fund[24]	23,900	*	23,900	—	—
Clough Global Equity Fund[24]	40,100	*	40,100	—	—
Clough Investment Partners I LP[24]	22,700	*	22,700	—	—
Clough Offshore Fund Ltd[24]	12,400	*	12,400	—	—
Clough Opportunities Equity Fund [24]	100,900	*	100,900	—	—
CNF Investments II LLC[25]	20,000	*	20,000	—	—
Corsair Capital Investors Ltd[26]	61,656	*	61,656	—	—
Corsair Capital Partners 100 LP[26]	56,213	*	56,213	—	—
Corsair Capital Partners LP[26]	760,019	1.28	760,019	—	—
Corsair Long Short International Ltd[26]	6,090	*	6,090	—	—
Corsair Select LP[26]	336,022	*	336,022	—	—
Cottage Health System[16]	1,610	*	1,610	—	—
Craig A. White	100,000	*	100,000	—	—
Cumber International SA[26a]	260,304	*	260,304	—	—
Cumberland Alpha Partners LP[26a]	621	*	621	—	—
Cumberland Benchmarked Partners LP[26a]	635,283	1.07	635,283	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Cumberland Long Partners LP[26a]	64,881	*	64,881	—	—
Cumberland Partners[26a]	995,870	1.67	995,870	—	—
Daniel Turin[27]	1,000	*	1,000	—	—
Daniel W. & Constance R. Huthwaite, JTWROS	2,500	*	2,500	—	—
Daryll Marshall-Inman SEP IRA	714	*	714	—	—
David A. & Doris Mortman, JTWROS[28]	2,000	*	2,000	—	—
David A. Hutzler[29]	8,400	*	8,400	—	—
David A. Lyons[30]	70,000	*	70,000	—	—
David R. Eidelman	5,000	*	5,000	—	—
David Stevenson	357	*	357	—	—

Delaware Group Equity Funds III[31]	500,000	*	500,000	—	—
Delta Institutional LP[32]	880,700	1.48	880,700	—	—
Delta Offshore Ltd[32]	1,406,600	2.36	1,406,600	—	—
Delta Onshore LP[32]	96,000	*	96,000	—	—
Delta Pleiades LP[32]	116,700	*	116,700	—	—
Donald T. DeCarlo[33]	10,000	*	10,000	—	—
Douglas & Gail Manuel, JTWROS	3,000	*	3,000	—	—
Douglas H. McCorkindale	6,100	*	6,100	—	—
Dover Creek Capital LLC[34]	50,000	*	50,000	—	—
Doyle Family Trust[35]	500	*	500	—	—
Drake Associates LP[36]	40,000	*	40,000	—	—
Durga C. Gaviola	10,000	*	10,000	—	—
E. Laurence White, III	500	*	500	—	—
Edward B. Lee[37]	3,000	*	3,000	—	—
EJF Crossover Master Fund LP[38]	131,200	*	131,200	—	—
EL Equities LLC[39]	40,000	*	40,000	—	—
Electrical Workers Pension Funds Part A[16]	1,825	*	1,825	—	—
Electrical Workers Pension Funds Part B[16]	1,415	*	1,415	—	—
Electrical Workers Pension Funds Part C[16]	690	*	690	—	—
Elizabeth Sexworth, Rollover IRA	430	*	430	—	—
Elliot International LP[41]	1,500,000	2.52	1,500,000	—	—
Emerson Electric Company[16]	36,505	*	36,505	—	—
Emerson Family Foundation[42]	45,000	*	45,000	—	—
Emerson Partners[42]	45,000	*	45,000	—	—
Endeavor Asset Management LP[43]	3,900	*	3,900	—	—
Endurance Fund[44]	17,300	*	17,300	—	—
Eos Partners LP[45]	100,000	*	100,000	—	—
Eric R. Kaufman[28]	2,000	*	2,000	—	—
Eugene L & Frances L. Gazza, TIC[28]	2,500	*	2,500	—	—
Evan Julber IRA	10,000	*	10,000	—	—
Far West Capital Partners LP[44]	248,500	*	248,500	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Farvane Limited[45a]	3,040	*	3,040	—	—
Felix Harke SEP IRA	714	*	714	—	—
Fereydoon & Catherine Zohdi[29]	2,300	*	2,300	—	—
Fidelity Advisor Series I: Fidelity Advisor Balanced Fund[46]	52,100	*	52,100	—	—
Fidelity Advisor Series I: Fidelity Advisor Value Strategies Fund[46]	89,600	*	89,600	—	—
Fidelity Advisor Series II: Fidelity Advisor Value Fund[46]	6,800	*	6,800	—	—
Fidelity Capital Trust: Fidelity Value Fund[46]	833,900	1.40	833,900	—	—
Fidelity Puritan Trust: Fidelity Balanced Fund[46]	954,900	1.60	954,900	—	—
Fidelity Sect Portfolios: Insurance Portfolio[46]	9,200	*	9,200	—	—
Financial Stocks Capital Partners IV LP[47]	1,000,000	1.68	1,000,000	—	—
First Financial Fund, Inc.[13]	375,700	*	375,700	—	—
Flagg Street Offshore LP[48]	155,600	*	155,600	—	—
Flagg Street Partners Qualified LP[48]	104,400	*	104,400	—	—
Fleet Maritime, Inc[45a]	6,133	*	6,133	—	—
Fleet Maritime, Inc[45a]	53,621	*	53,621	—	—
Fort Mason Master LP[49]	187,820	*	187,820	—	—
Fort Mason Partners LP[49]					

Frank & Cathy Greek, JTWROS	13,150	*	13,150	—	—
Friedman, Billings, Ramsey Group, Inc.[113]	31,905	*	31,905	—	—
G. Rogin and A. Callahan, TTEES, Gilbert L. Rogin 2006 Revocable Trust[28]	1,000	*	1,000	—	—
Geddes and Company[49a]	20,000	*	20,000	—	—
George Karfunkel[50]	3,950,000	6.49	2,600,000		
George Weiss Associates Inc. Profit Sharing Plan[51]	160,000	*	160,000	—	—
GF Investments Corp[16]	1,815	*	1,815	—	—
GMI Master Retirement Trust[16]	40,255	*	40,255	—	—
GPC XLII LLC[53]	100,000	*	100,000	—	—
Gracie Capital International II Ltd[53]	121,900	*	121,900	—	—
Gracie Capital International Ltd[53]	451,950	*	451,950	—	—
Gracie Capital LP[53]	546,250	*	546,250	—	—
Gracie Capital LP II[53]	29,900	*	29,900	—	—
Greater Rochester Health Foundation[53a]	3,130	*	3,130	—	—
Green Earth Investments LLC[53b]	7,500	*	7,500	—	—
Green Forest Investments Ltd[45a]	1,222	*	1,222	—	—
Green Forest Investments Ltd[45a]	14,101	*	14,101	—	—
Guggenheim Portfolio Co. XXIII LLC[53c]	9,810	*	9,810	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
H&H Associates Ltd[54]	25,000	*	25,000	—	—
H. Jay Eshelman[28]	1,000	*	1,000	—	—
Hagerstown Motor Carriers and Teamsters Pension Plan[16]	2,305	*	2,305	—	—
Harry Schlacter[55]	2,000	*	2,000	—	—
Harvard Investments Inc.[56]	5,000	*	5,000	—	—
Harvest Capital LP[57]	15,360	*	15,360	—	—
Harvest Master Enhanced Ltd[57]	56,580	*	56,580	—	—
Harvest Offshore Investors Ltd[57]	28,060	*	28,060	—	—
Henderson North American Multi-Strategy Equity Fund[6]	24,000	*	24,000	—	—
Hendersons Global Multi Strategy Equity Fund[6]	94,500	*	94,500	—	—
Henry Ford Health Care Corp. Master Retirement Trust[16]	3,465	*	3,465	—	—
Henry Ford Health Systems[16]	4,330	*	4,330	—	—
Henry Rothman	5,000	*	5,000	—	—
Herbert J. Lemmer[58]	1,000	*	1,000	—	—
HFR Asset Management LLC[59]	25,000	*	25,000	—	—
HFR HE Platinum Master Trust[59]	45,467	*	45,467	—	—
HFR HE Soundpost Master Trust[59]	14,860	*	14,860	—	—
Highbridge Event Driven/Relative Value Fund LP[60]	77,476	*	77,476	—	—
Highbridge Event Driven/Relative Value Fund Ltd[60]	465,024	*	465,024	—	—
Highbridge International, LLC[60]	1,207,500	2.03	1,207,500	—	—
Howard C. Bluver, IRA	2,000	*	2,000	—	—
Institutional Benchmarks Series (Master Feeder) Limited in respect of Centaur Series[61]	18,000	*	18,000	—	—
Institutional Benchmarks Series (MF) Ltd in respect of Canopus Series[61]	54,000	*	54,000	—	—
International Durham Ltd[5]	564,000	*	564,000	—	—
Investcorp Event Fund Ltd[14]	138,462	*	138,462	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
IOU Limited Partnership[51]	160,000	*	160,000	—	—
Ironworkers District Council of New England Pension[16]	3,635	*	3,635	—	—
J. Barton Elliott, Jr.[28]	1,000	*	1,000	—	—
J. Steven Emerson IRA R/O II, Bear Stearns Securities Corp, Custodian	90,000	*	90,000	—	—
J. Steven Emerson ROTH IRA, Bear Stearns Securities Corp, Custodian	225,000	*	225,000	—	—
J.D. Murphy, Jr.	2,500	*	2,500	—	—
Jabre Capital Partners SA[62]	400,000	*	400,000	—	—
Jacqueline Fowler	4,500	*	4,500	—	—
JAM Investments LLC[63]	2,500	*	2,500	—	—
James & Susan Locke, TBE	10,000	*	10,000	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
James A. & Phyllis K. Syme, JTWROS	2,000	*	2,000	—	—
James M. & Joyce A. Hensler, JTWROS	1,000	*	1,000	—	—
Jeffrey T. Neal	2,500	*	2,500	—	—
Jennifer A. Gazza[28]	2,000	*	2,000	—	—
JLF Offshore Fund Ltd[64]	1,222,000	2.05	1,222,000	—	—
JLF Partners I LP[64]	978,000	1.64	978,000	—	—
JNL/FMR Balanced Equity	6,500	*	6,500	—	—
Joann Elenson[28]	2,500	*	2,500	—	—
John & Jennifer Duffy	2,500	*	2,500	—	—
John G. Lauroesch	500	*	500	—	—
John M. & Patricia D. Coleman, JTWROS	2,900	*	2,900	—	—
John McManus, IRA/SEP	15,000	*	15,000	—	—
John Whalen & Linda D. Rabbitt, JTWROS	2,500	*	2,500	—	—
Jon A. Rantzman[28]	1,000	*	1,000	—	—
Joseph H. Szymanski	3,000	*	3,000	—	—
JP Morgan Securities, Inc.[65]	1,250,000	2.10	1,250,000	—	—
JP Morgan Ventures Corporation[65]	1,250,000	2.10	1,250,000	—	—
Kathleen M. Elliott[28]	1,000	*	1,000	—	—
Kavli Foundation[16]	2,190	*	2,190	—	—
Kensico Associates LP[66]	526,500	*	526,500	—	—
Kensico Offshore Ltd[66]	684,700	1.15	684,700	—	—
Kensico Partners LP[66]	388,800	*	388,800	—	—
Kings Road Investments Ltd[67]	2,000,000	3.36	2,000,000	—	—
Larry Jeeter, IRA[29]	1,900	*	1,900	—	—
Leila West Jackson[28]	2,500	*	2,500	—	—
LeRoy III & Lindsay Eakin, JTBE	7,500	*	7,500	—	—
Lisa Ben-Dov	40,000	*	40,000	—	—
LongView Partners B, LP[26a]	247,728	*	247,728	—	—
Lotsoff Capital Mgmt Investment Trust Micro Cap Fund[68]	60,000	*	60,000	—	—
Loyola University Employee's Retirement Plan Trust[16]	7,800	*	7,800	—	—
Loyola University of Chicago Endowment Fund[16]	9,920	*	9,920	—	—
Lyxor/Canyon Value Realization Fund Ltd[21]	45,000	*	45,000	—	—
Magnetar Capital Master Fund, Ltd[69]	200,000	*	200,000	—	—
MAN MAC Schneckhorn 14B Ltd[14]	307,692	*	307,692	—	—
Mark Braccia	1,000	*	1,000	—	—
Martin & Dina Friedman, JTWROS	50,000	*	50,000	—	—
Martin Hirschorn IRA	7,500	*	7,500	—	—
Mason Tenders District Council Trust Fund[16]	2,075	*	2,075	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Metal Trades[16]	12,280	*	12,280	—	—
MFP Partners LP[70]	156,000	*	156,000	—	—
Michael F. Horn Sr. IRA	2,500	*	2,500	—	—
Michael Heijer IRA R/O	1,000	*	1,000	—	—
Michael Karfunkel[71]	3,950,000	6.49	2,600,000		
Minnesota Mining and Manufacturing Company[16]	129,310	*	129,310	—	—
Moab Partners, L.P.[72]	40,000	*	40,000	—	—
Morgan Stanley & Co International Ltd[73]	550,000	*	550,000	—	—
Morris & Deena Zyskind, JTWROS[74]	70,000	*	70,000	—	—
Mutual Financial Services Fund[75]	1,500,000	2.52	1,500,000	—	—
Nancy McGrath, TTEE, Peterson Investment Trust	30,000	*	30,000	—	—
Nathan Aber[76]	10,000	*	10,000	—	—
Nathan Hasson, TTEE, Aida Hasson Grantor Charitable Lead Annuity Trust U/A/D 12/27/00[77]	10,000	*	10,000	—	—
Neera & Raj Singh, JTWROS	30,000	*	30,000	—	—
Norges Bank FX Reserve 53221[77a]	1,800,000	3.02	1,800,000	—	—
Pacific Partners LP[28]	8,800	*	8,800	—	—
Park West Investors Master Fund Ltd[78]	793,984	1.33	793,984	—	—
Park West Partners International Ltd[78]	206,016	*	206,016	—	—
Patricia Landi	800	*	800	—	—
Patricia Landi, TTEE, Revocable Trust Agreement fbo Patricia Landi	3,500	*	3,500	—	—
Paul P. Tanico	33,860	*	33,860	—	—
Paul P.Tanico & Maria L. Vecchiotti Family Investment Trust	2,250	*	2,250	—	—
Peninsula Catalyst Fund (QP) LP[79]	255,500	*	255,500	—	—
Peninsula Catalyst Fund LP[79]	119,500	*	119,500	—	—
Peninsula Master Fund Ltd[79]	625,000	*	625,000	—	—
Peter Minshall	2,500	*	2,500	—	—
Peterson Investment Trust	47,500	*	47,500	—	—
Philip E. Huber, Trustee, Huber & Weakland Profit Sharing Plan & Trust	4,000	*	4,000	—	—
Pisces Capital Management LLC[80]	590	*	590	—	—
Pisces Capital Management LLC[80]	9,833	*	9,833	—	—
Pisces Capital Management LLC[80]	14,577	*	14,577	—	—
Plainfield Special Situations Master Fund Ltd[81]	750,000	1.26	750,000	—	—
Prism Partners I LP[82]	88,000	*	88,000	—	—
Prism Partners II Offshore Fund[82]	66,000	*	66,000	—	—
Prism Partners III Leveraged LP[82]	214,500	*	214,500	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Prism Partners IV Leveraged Offshore Fund[82]	165,000	*	165,000	—	—
Prism Partners Offshore Fund[82]	16,500	*	16,500	—	—
Producers-Writers Guild of America[16]	13,530	*	13,530	—	—
Ralph Herzka	10,000	*	10,000	—	—

Richard Feinberg	5,000	*	5,000	—	—
Richard S. Bodman TTEE, Richard S. Bodman Revocable Trust dated 9/1/1998	5,000	*	5,000	—	—
RMK Advantage Income Fund[84]	43,500	*	43,500	—	—
RMK High Income Fund[84]	32,000	*	32,000	—	—
RMK Multi-Sector High Income Fund[84]	48,800	*	48,800	—	—
RMK Select High Income Fund[84]	67,300	*	67,300	—	—
RMK Strategic Income Fund[84]	37,600	*	37,600		
Robeco US Premium Equities Fund (EUR)[16]	42,840	*	42,840	—	—
Robeco US Premium Equities Fund (USD)[16]	54,735	*	54,735	—	—
Robert Feinberg	10,000	*	10,000	—	—
Robert Friedman, TTEE, J & M Friedman Family Trust[85]	2,000	*	2,000	—	—
Robert Friedman, TTEE, J Friedman Family Trust[85]	2,000	*	2,000	—	—
Robert Friedman, TTEE, JMF Charitable Foundation[85]	1,500	*	1,500	—	—
Robert Friedman, TTEE, M & E Friedman Charitable Foundation[85]	7,500	*	7,500	—	—
Robert Friedman, TTEE, M Friedman Family Trust[85]	2,000	*	2,000	—	—
Robert G. Schiro	79,200	*	79,200	—	—
Roger Winslow	7,500	*	7,500	—	—
Ronald Pipoly, Sr.[86]	3,500	*	3,500	—	—
Rudolph J. Schaeffer III and Lauriston Castleman, TTEES, Jane I. Schaefer Trust[87]	10,000	*	10,000	—	—
Sam Hollander[88]	25,000	*	25,000	—	—
Samantha Glumenick	40,000	*	40,000	—	—
Santa Barbara Cottage Hospital Foundation[16]	7,170	*	7,170	—	—
Santa Barbara Hospice Foundation[16]	995	*	995	—	—
Savannah International Longshoremen's Assoc Employers Pension Trust[16]	9,500	*	9,500	—	—
Shai & Michelle Stern	25,000	*	25,000	—	—
Sisters of St. Joseph Carondelet[16]	5,910	*	5,910	—	—
Soundpost Capital LP[90]	20,774	*	20,774	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
Soundpost Capital Offshore Ltd[90]	14,366	*	14,366	—	—
Stanley J. Palder	5,000	*	5,000	—	—
Steamfitters Benefit Fund[16]	3,390	*	3,390	—	—
Steamfitters Pension Fund[16]	4,470	*	4,470	—	—
Stephen & Ellen Conley, JTWROS	2,500	*	2,500	—	—
Stephen B. Ungar[91]	2,000	*	2,000	—	—
Steven Rothstein	7,500	*	7,500	—	—
Stuart Hollander[93]	3,000	*	3,000	—	—
Stucky Timberland Inc.[94]	5,000	*	5,000	—	—
Summer Street Cumberland Investors LLC[26a]	122,313	*	122,313	—	—
Susie Thorness[28]	1,000	*	1,000	—	—
Sutter Health Master Retirement Trust[95]	35,000	*	35,000	—	—
Sutther Health[95]	65,000	*	65,000	—	—
T. Rowe Price Financial Services Fund, Inc.[96]	186,800	*	186,800	—	—
Taconic Opportunity Fund[97]	488,125	*	488,125	—	—

Taconic Opportunity Offshore Ltd[97]	761,875	1.28	761,875	—	—
Tammy Klein[98]	120,000	*	120,000	—	—
Terry P. Murphy, Trustee, Terry P. Murphy Trust[99]	1,000	*	1,000	—	—
The Catalyst Master Fund Ltd[45a]	21,883	*	21,883	—	—
The H Account[87]	5,000	*	5,000	—	—
The Liverpool Limited Partnership[100]	1,000,000	1.68	1,000,000	—	—
The William K. Warren Foundation[101]	25,000	*	25,000	—	—
Third Point Offshore Fund Ltd[102]	1,089,800	1.83	1,089,800	—	—
Third Point Partners LP[102]	135,800	*	135,800	—	—
Third Point Partners Qualified LP[102]	130,800	*	130,800	—	—
Third Point Ultra Ltd[102]	143,600	*	143,600	—	—
Thomas & Lucy Gies, JTWROS	2,500	*	2,500	—	—
Timothy B. & Jane F. Matz	1,000	*	1,000	—	—
Timothy M. and Jayne N. Donahue, JTWROS	10,000	*	10,000	—	—
Tivoli Partners[103]	44,500	*	44,500	—	—
Town of Darien Employee Pension[16]	3,440	*	3,440	—	—
Town of Darien Police Pension[16]	2,765	*	2,765	—	—
Tribeca European Strategies[104]	380,000	*	380,000	—	—
UBS O'Connor LLC f/b/o/ O'Connor PIPE Corporate Strategies Master Limited[106]	250,000	*	250,000	—	—
Union Investment Privatfonds GmbH[107]	2,055,000	3.45	2,055,000	—	—
United Capital Management[108]	10,000	*	10,000	—	—

Selling Shareholders	Beneficial Ownership Prior to Offering		Shares Offered Pursuant to this Prospectus (Maximum Number that May be Sold)	Beneficial Ownership After Offering[2]	
	Shares[1]	Percentage of Class		Shares	Percentage of Class
University of Richmond Endowment Fund[16]	7,510	*	7,510	—	—
University of Southern California Endowment Fund[16]	26,140	*	26,140	—	—
Variable Insurance Products Fund III Balanced Portfolio[108a]	19,000	*	19,000	—	—
Variable Insurance Products Fund III: Value Strategies Portfolio[108a]	23,100	*	23,100	—	—
Variable Insurance Products Fund: Value Portfolio[108a]	4,900	*	4,900	—	—
Vecchiotti-Tanico Family LLC	740	*	740	—	—
Verizon[16]	129,775	*	129,775	—	—
Verizon VEBA[16]	23,020	*	23,020	—	—
Vestal Venture Capital[109]	31,700	*	31,700	—	—
Wallace F. Holladay, Jr	5,000	*	5,000	—	—
Wildlife Conservation Society[16]	6,565	*	6,565	—	—
William J. Hicken Revocable Living Trust U/A dtd 4/19/1991[29]	8,400	*	8,400	—	—
William R. Morris, III	2,500	*	2,500	—	—
Wolf Creek Investors (Bermuda) LP[13]	293,900	*	293,900	—	—
Wolf Creek Partners[13]	270,400	*	270,400	—	—
Wolfson Equities[110]	290,000	*	290,000	—	—
Yale University c/o MFP Investors LLC[70]	44,000	*	44,000	—	—
Yale Zimmerman	5,000	*	5,000	—	—
Yehuda & Anne Neuberger, JTWROS[111]	50,000	*	50,000	—	—
Zeke, LP[112]	250,000	*	250,000	—	—
Zohar Ben-Dov	30,000	*	30,000	—	—

* Less than one percent (1%).

(1) Beneficial ownership prior to offering includes private placement shares acquired by the listed selling shareholder and not subsequently disposed of (through August 30, 2007, except as otherwise indicated). Beneficial ownership is calculated based on Rule 13d-3(d)(i) of the Exchange Act.

(2) Calculated based on Rule 13d-3(d)(i)of the Exchange Act. Assumes that each named selling shareholder sells all of the common shares it holds that are covered by this prospectus and neither acquires nor disposes of any other shares, or rights to purchase other shares, subsequent to the date as of which we obtained information regarding its holdings. Because the selling shareholders are not obligated to sell all or any portion of the common shares shown as offered by them, we cannot estimate the actual number of common shares(or actual percentage of the class) that will be beneficially held by any selling shareholder upon completion of the offering.

(3) We have been advised by the selling shareholder that Gena Lovett, as chief operating officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(4) We have been advised by the selling shareholder that Ken S. Perry has voting and dispositive power over the shares of common stock.

(5) We have been advised by the selling shareholder that Chris Macke, as managing principal of the selling shareholder, has voting and dispositive power over the shares of common stock.

(6) We have been advised by the selling shareholder that Robert Villiers, as a director of the selling shareholder, has voting and dispositive power over the shares of common stock.

(7) Mr. Tegan is a former director of Maiden.

(8) We have been advised by the selling shareholder that Jay Spellman, as member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(9) We have been advised by the selling shareholder that Malcolm P. Fairbrain, as chief investment officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(10) We have been advised by the selling shareholder that Barcela Verinique, as deputy vice president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(11) Intentionally omitted.

(12) Mrs. Karfunkel is the sister-in-law and Mr. Karfunkel is the brother-in-law of Barry Zyskind, our Chairman of the Board of Directors.

(13) We have been advised by the selling shareholder that Steven M. Hoffman, as vice president and counsel of Wellington Management Company, LP, the investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(14) We have been advised by the selling shareholder that Michael Palmer, as chief financial officer of Berencourt Advisers LLC, has voting and dispositive power over the shares of common stock.

(15) We have been advised by the selling shareholder that Raj Iduani, as Manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(16) We have been advised by the selling shareholder that Mary Ann Iudice, as chief compliance officer of Robeco Investment Management, Inc. the investment adviser to Boston Partners Asset Management, LLC, acting in its capacity as investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(17) We have been advised by the selling stockholder that Robeco Investment Management, Inc. has voting and dispositive power over the shares of common stock.

(18) Mr. Saulnier is the President of AMT Service Corporation, an AmTrust subsidiary.

(19) We have been advised by the selling shareholder that Burlingame Asset Management, LLC, as general partner and investment manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(20) We have been advised by the selling shareholder that Richard S. Strong, as managing partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(21) We have been advised by the selling shareholders that Canpartners Investments III, L.P. and Canyon Capital Advisers LLC are the controlling entities of the selling shareholder. The general partner of the selling shareholder is Canpartners Investments III, L.P. and the general partner of Canpartners Investments III, L.P. is Canyon Capital Advisers LLC. The managing partners of Canyon Capital Advisers LLC are Joshua S. Friedman, Mitchell R. Julis and K. Robert Turner.

(22) We have been advised by the selling shareholder that Martin Kobinger, as investment manager of Heights Capital Management, Inc., the authorized agent of the selling shareholder, has voting and dispositive power over the shares of common stock.

(23) We have been advised by the selling shareholder that John Heywood, as portfolio manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(23a) We have been advised by the selling stockholder that Loan San on behalf of Canyon Capital Advisors has voting and dispositive power over the shares of common stock.

(24) We have been advised by the selling shareholder that James E. Canty, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(25) We have been advised by the selling shareholder that Robert J. Flanagan, as manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(26) We have been advised by the selling shareholder that Steven Major, as managing member of the general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(26a) We have been advised by the selling stockholder that Bruce Wilcox and Andrew Wallach, in their capacities as managing members of the selling stockholder, have voting and dispositive power over the shares of common stock.

(27) Mr. Turin is the brother of Ben Turin, our Chief Operating Officer, General Counsel and Assistant Secretary.

(28) We have been advised by the selling shareholder that Laurance E. Ach, as managing director of First Republic Investment Management, the investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(29) We have been advised by the selling shareholder that Philip E. Huber, as president of Huber, Weakland & Associates, Inc. the investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(30) Mr. Lyons is the son of Simcha Lyons, one of our directors.

(31) We have been advised by the selling shareholder that Steven T. Lampe, as vice president and portfolio manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(32) We have been advised by the selling shareholder that Rick Muller, as chief financial officer of the investment manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(33) Mr. DeCarlo is a director of AmTrust.

(34) We have been advised by the selling shareholder that Gregory L. Melchor, as managing member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(35) We have been advised by the selling shareholder that James and Virginia Doyle have voting and dispositive power over the shares of common stock.

(36) We have been advised by the selling shareholder that Alexander W. Rutherford, as portfolio manager of the selling shareholder, has voting and dispositive power over the shares of common stock.

(37) Mr. Lee is an employee of AmTrust.

(38) We have been advised by the selling shareholder that Emanuel J. Friedman, as chief executive officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(39) We have been advised by the selling shareholder that Eli Lavitin, as member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(40) Intentionally omitted.

(41) We have been advised by the selling shareholder that Elliot Greenberg, as vice president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(42) We have been advised by the selling shareholder that J. Steven Emerson of the selling shareholder, has voting and dispositive power over the shares of common stock.

(43) We have been advised by the selling shareholder that Patrick Tully, as general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(44) We have been advised by the selling shareholder that Robert G. Schiro, as chief executive officer and president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(45) We have been advised by the selling shareholder that Beth L. Bernstein, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(45a) We have been advised by the selling stockholder that Frances X. Gallagher on behalf of Catalyst Investment Mgmt Co., LLC has voting and dispositive power over the shares of common stock.

(46) We have been advised by the selling shareholder that Salvatore Schiavone, the assistant treasurer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(47) We have been advised by the selling shareholder that Steven N. Stein, as president and chief executive officer of the sole general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(48) We have been advised by the selling shareholder that Andrew Moss, as chief operating officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(49) We have been advised by the selling shareholder that Dan German, as managing member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(49a) We have been advised by the selling stockholder that Michael Geddes or C. Richard Childress share voting and dispositive power over the shares of common stock.

(50) Mr. Karfunkel is one of our Founding Shareholders. The number of shares includes 1,350,000 common shares issuable upon the exercise of 10-year warrants we issued to Mr. Karfunkel. See also “Principal Shareholders.”

(51) We have been advised by the selling shareholder that Steven C. Kleinman has voting and dispositive power over the shares of common stock.

(52) Intentionally omitted.

(53) We have been advised by the selling shareholder that Greg Pearson, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(53a) We have been advised by the selling stockholder that Clarke Peterson has voting and dispositive power over the shares of common stock.

(53b) We have been advised by the selling stockholder that Thompson Hirst and Jeremy Hirst have voting and dispositive power over the shares of common stock.

(53c) We have been advised by the selling stockholder that Ramona Shenoy on behalf of Ascend Capital Limited Partnership as investment adviser to the selling stockholder has voting and dispositive power over the shares of common stock.

(54) H&H Associates is an affiliate of Stuart Hollander, a Senior Vice President of AmTrust.

(55) Mr. Schlacter is the Treasurer and Senior Vice President of Finance of AmTrust.

(56) We have been advised by the selling shareholder that Craig L. Krumwiede, as president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(57) We have been advised by the selling shareholder that J. Morgan Rutman, as managing member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(58) Mr. Lemmer is the General Counsel of our transfer agent, American Stock Transfer & Trust Company, which is controlled by George Karfunkel and Michael Karfunkel, two of our Founding Shareholders.

(59) We have been advised by the selling shareholder that Dora Hines, as attorney in fact of the selling shareholder, has voting and dispositive power over the shares of common stock.

(60) We have been advised by the selling shareholder that Carolyn Rubin, as managing director of the selling shareholder, has voting and dispositive power over the shares of common stock.

(61) We have been advised by the selling shareholder that Cynthia Carsiglie of the selling shareholder, has voting and dispositive power over the shares of common stock.

(62) We have been advised by the selling shareholder that Philippe Riachi, as chief operating officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(63) We have been advised by the selling shareholder that Joseph S. Galli, as vice president and treasurer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(64) We have been advised by the selling shareholder that Hien Tran, as chief financial officer of JLF Asset Management, LLC, has voting and dispositive power over the shares of common stock.

(65) We have been advised by the selling shareholder that Peter Weiland, as managing director of the selling shareholder, has voting and dispositive power over the shares of common stock.

(66) We have been advised by the selling shareholder that Thomas Coleman, as president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(67) We have been advised by the selling shareholder that Brandon L Jones, as co-head of private investments of the selling shareholder, has voting and dispositive power over the shares of common stock.

(68) We have been advised by the selling shareholder that Donna I. Noble, as chief compliance officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(69) We have been advised by the selling shareholder that Michael Turro, as chief compliance officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(70) We have been advised by the selling shareholder that Michael Price, as general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(71) Mr. Karfunkel is one of our Founding Shareholders. The number of shares includes 1,350,000 common shares issuable upon the exercise of 10-year warrants we issued to Mr. Karfunkel. See also “Principal Shareholders.”

(72) We have been advised by the selling shareholder that Michael Rothenberg, as portfolio manager of Moab Partners, L.P., has voting and dispositive power over the shares of common stock.

(73) We have been advised by the selling shareholder that Riccardo Gastaudo, as authorized agent of the selling shareholder, has voting and dispositive power over the shares of common stock.

(74) Mr. & Mrs. Zyskind are the parents of Barry Zyskind, our Chairman of the Board of Directors.

(75) We have been advised by the selling shareholder that Bradley Takahashi, as president of Franklin Mutual Advisers, LLC, has voting and dispositive power over the shares of common stock.

(76) Mr. Aber is an employee of AmTrust Realty Corp., an affiliate of our transfer agent, American Stock Transfer & Trust Company, which is controlled by George Karfunkel and Michael Karfunkel, two of our Founding Shareholders.

(77) Mr. Hasson is the Chief Investment Officer of AmTrust.

(77a) We have been advised by the selling stockholder that Robert Cook and Iver A. Eriksen, in their capacities as deputy chief operating officer equities and deputy head of legal of the selling stockholder, respectively, have voting and dispositive power over the shares of common stock.

(78) We have been advised by the selling shareholder that James J. Watson, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(79) We have been advised by the selling shareholder that Scott Bedford of the selling shareholder, has voting and dispositive power over the shares of common stock.

(79a) We have been advised by the selling shareholder that Nancy McGarth and Claudia Sensi of the selling shareholder have voting and dispositive power over the shares of common stock.

(80) We have been advised by the selling shareholder that Joshua Fischer, as managing member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(81) We have been advised by the selling shareholder that Antonio Peguero Jr. of the selling shareholder, has voting and dispositive power over the shares of common stock.

(82) We have been advised by the selling shareholder that Jerald M. Weintraub, as president of the general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(83) Intentionally omitted.

(84) We have been advised by the selling shareholder that Jim Kelsoe, as managing director of Morgan Asset Management, has voting and dispositive power over the shares of common stock.

(85) Mr. Friedman is the brother-in-law of Michael Karfunkel, one of our Founding Shareholders.

(86) Mr. Pipoly is the father of Ronald Pipoly, Jr., the Chief Financial Officer of AmTrust.

(87) We have been advised by the selling shareholder that Marshall C. Cutler, as executive vice president of Zirkin-Cutler Investments, the investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(88) Mr. Hollander is the father of Stuart Hollander, a Senior Vice President of AmTrust.

(89) Intentionally omitted.

(90) We have been advised by the selling shareholder that Jamie Lester, as managing member of the selling shareholder, has voting and dispositive power over the shares of common stock.

(91) Mr. Ungar is the General Counsel of AmTrust.

(92) Intentionally omitted.

(93) Mr. Hollander is a Senior Vice President of AmTrust.

(94) We have been advised by the selling shareholder that Wade B. Hall, as president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(95) We have been advised by the selling shareholder that John D. Race, as principal of the selling shareholder, has voting and dispositive power over the shares of common stock.

(96) We have been advised by the selling shareholder that Daniel N. Braman, as vice president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(97) We have been advised by the selling shareholder that Robin Rothstein, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(98) Ms. Klein is the sister of Barry Zyskind, our Chairman of the Board of Directors.

(99) We have been advised by the selling shareholder that John E. Montgomery, as president of Montgomery Bros., Inc. the investment adviser of the selling shareholder, has voting and dispositive power over the shares of common stock.

(100) We have been advised by the selling shareholder that Elliot Greenberg, as vice president of the general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(101) We have been advised by the selling shareholder that Mark A. Buntz, as chief financial officer of the selling shareholder, has voting and dispositive power over the shares of common stock.

(102) We have been advised by the selling shareholder that Keith Waller, as managing director operations of the selling shareholder, has voting and dispositive power over the shares of common stock.

(103) We have been advised by the selling shareholder that Peter Kenner, as general partner of the selling shareholder, has voting

and dispositive power over the shares of common stock.

(104) We have been advised by the selling shareholder that Dae Levy, as managing director of the selling shareholder, has voting and dispositive power over the shares of common stock.

(105) Intentionally omitted.

(106) We have been advised by the selling shareholder that Nicholas Noceciho, as executive director of the selling shareholder, has voting and dispositive power over the shares of common stock.

(107) We have been advised by the selling shareholder that Jens Lilholm, as authorized agent of the selling shareholder, has voting and dispositive power over the shares of common stock.

(108) We have been advised by the selling shareholder that James A. Lustig, as president of the selling shareholder, has voting and dispositive power over the shares of common stock.

(108a) We have been advised by the selling shareholder that Mark Lundvall in his capacity as a director of the selling shareholder has voting and dispositive power over the shares of common stock.

(109) We have been advised by the selling shareholder that Allan R. Lyons, as managing member of the general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(110) We have been advised by the selling shareholder that Aaron Wolfson, as general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(111) Mrs. Neuberger is the daughter and Mr. Neuberger is the son-in-law of George Karfunkel, one of our Founding Shareholders.

(112) We have been advised by the selling shareholder that Edward N. Antoian, as general partner of the selling shareholder, has voting and dispositive power over the shares of common stock.

(113) The selling shareholder identified itself as an affiliate of a broker-dealer, and stated that it purchased the common shares in the ordinary course of business and that, at the time of the purchase, it did not have any agreement or understanding, directly or indirectly, with any person to distribute the common shares. We have been advised by the selling shareholder that Jim Kleeblatt has voting and dispositive power over the shares of common stock.

PLAN OF DISTRIBUTION

The selling shareholders, or their pledgees, donees, transferees, or any of their successors in interest selling shares received from a named selling shareholder as a gift, partnership distribution or other non-sale-related transfer after the date of this prospectus (all of whom may be selling shareholders), may sell the common shares offered by this prospectus from time to time on any stock exchange or automated interdealer quotation system on which the common shares are listed or quoted at the time of sale, in the over-the-counter market, in privately negotiated transactions or otherwise, at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to prevailing market prices or at prices otherwise negotiated. The selling shareholders may sell the common shares by one or more of the following methods, without limitation:

- block trades in which the broker or dealer so engaged will attempt to sell the common shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker or dealer as principal and resale by the broker or dealer for its own account pursuant to this prospectus;
- an exchange distribution in accordance with the rules of any stock exchange on which the common shares are listed;
- ordinary brokerage transactions and transactions in which the broker solicits purchases;
- privately negotiated transactions;
- short sales;
- the writing of options on the common shares, whether or not the options are listed on an options exchange;
- the distribution of the common shares by any selling shareholder to its partners, members or shareholders;
- one or more underwritten offerings on a firm commitment or best efforts basis; and
- any combination of any of these methods of sale.

These transactions may include crosses, which are transactions in which the same broker acts as an agent on both sides of the trade. The selling shareholders may also transfer the common shares by gift. The selling shareholders will act independently of us in making decisions with respect to the timing, manner and size of each sale of the common shares offered hereby. The selling shareholders have advised us that they have not entered into any agreements, arrangements or understandings for the sale of any of their common shares.

The selling shareholders may sell shares directly to market makers acting as principals and/or to brokers and dealers, acting as agents for themselves or their customers. Brokers or dealers may arrange for other brokers or dealers to participate in effecting sales of the common shares. Broker-dealers may agree with a selling shareholder to sell a specified number of the shares at a stipulated price per share. If the broker-dealer is unable to sell common shares acting as agent for a selling shareholder, it may purchase as principal any unsold shares at the stipulated price. Broker-dealers who acquire common shares as principals may thereafter resell the shares from time to time in transactions in any stock exchange or automated interdealer quotation system on which the common shares are then listed, at prices and on terms then prevailing at the time of sale, at prices related to the then-current market price or in negotiated transactions. Broker-dealers may use block transactions and sales to and through broker-dealers, including transactions of the nature described above. The selling shareholders may also sell the common shares in accordance with Rule 144

or Rule 144A under the Securities Act, rather than pursuant to this prospectus. In order to comply with the securities laws of some states, if applicable, the common shares may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

From time to time, one or more of the selling shareholders may pledge, hypothecate or grant a security interest in some or all of the shares owned by them. The pledgees, secured parties or person to whom the shares have been hypothecated will, upon foreclosure in the event of default, be deemed to be selling shareholders. The number of a selling shareholder's shares offered under this prospectus will decrease as and when it takes such actions. The plan of distribution for that selling shareholder's shares will otherwise remain unchanged. In addition, a selling shareholder may, from time to time, sell the shares short, and, in those instances, this prospectus may be delivered in connection with the short sales and the shares offered under this prospectus may be used to cover short sales.

A selling shareholder may enter into hedging transactions with broker-dealers and the broker-dealers may engage in short sales of the common shares in the course of hedging the positions they assume with that selling shareholder, including, without limitation, in connection with distributions of the common shares by those broker-dealers. A selling shareholder may enter into option or other transactions with broker-dealers, who may then resell or otherwise transfer those common shares pursuant to this prospectus, as supplemented or amended to reflect such transactions. A selling shareholder may also loan or pledge the common shares offered by this prospectus to a broker-dealer and the broker-dealer may sell the common shares offered by this prospectus so loaned or upon a default may sell or otherwise transfer the pledged common shares offered by this prospectus.

To the extent required under the Securities Act, the aggregate amount of selling shareholders' shares being offered and the terms of the offering, the names of any agents, brokers, dealers or underwriters, any applicable commission and other material facts with respect to a particular offer will be set forth in an accompanying prospectus supplement or a post-effective amendment to the registration statement of which this prospectus is a part, as appropriate. Any underwriters, dealers, brokers or agents participating in the distribution of the common shares may receive compensation in the form of underwriting discounts, concessions, commissions or fees from a selling shareholder and/or purchasers of selling shareholders' shares, for whom they may act (which compensation as to a particular broker-dealer might be less than or in excess of customary commissions). Neither we nor any selling shareholder can presently estimate the amount of any such compensation.

The selling shareholders and any underwriters, brokers, dealers or agents that participate in the distribution of the common shares may be deemed to be "underwriters" within the meaning of the Securities Act, and any discounts, concessions, commissions or fees received by them and any profit on the resale of the securities sold by them may be deemed to be underwriting discounts and commissions. If a selling shareholder is deemed to be an underwriter, the selling shareholder may be subject to certain statutory liabilities including, but not limited to Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Exchange Act. Selling shareholders who are deemed underwriters within the meaning of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act. The SEC staff is of a view that selling shareholders who are registered broker-dealers or affiliates of registered broker-dealers may be underwriters under the Securities Act. In compliance with the guidelines of the NASD, the maximum commission or discount to be received by any NASD member or independent broker-dealer may not exceed 8% for the sale of any securities registered hereunder. We will not pay any compensation or give any discounts or commissions to any underwriter in connection with the securities being offered by this prospectus.

The selling shareholders and other persons participating in the sale or distribution of the common shares will be subject to applicable provisions of the Exchange Act, and the rules and regulations under the Exchange Act, including Regulation M. This regulation may limit the timing of purchases and sales of any of the common shares by the selling shareholders and any other person. The anti-manipulation rules under the Exchange Act may apply to sales of common shares in the market and to the activities of the selling shareholders and their affiliates. Regulation M may restrict the ability of any person engaged in the distribution of the common shares to engage in market-making activities with respect to the particular common shares being distributed. These restrictions may affect the marketability of the common shares and the ability of any person or entity to engage in market-making activities with respect to the common shares. The selling shareholders have acknowledged that they understand their obligations to comply with the provisions of the Exchange Act and the rules thereunder relating to stock manipulation, particularly Regulation M.

We have agreed to indemnify the selling shareholders and any brokers, dealers and agents who may be deemed to be underwriters, if any, of the common shares offered by this prospectus, against specified liabilities, including liabilities under the Securities Act. The selling shareholders have agreed to indemnify us against specified liabilities, including liabilities under the Securities Act.

The common shares offered by this prospectus were originally issued to the selling shareholders pursuant to an exemption from the registration requirements of the Securities Act. We agreed to register the common shares under the Securities Act, and to keep the registration statement of which this prospectus is a part effective until the earliest of:

- the date on which all the common shares offered hereby have been sold in accordance with this prospectus and the registration statement to which this prospectus relates;
- the date on which the common shares offered hereby are distributed to the public pursuant to Rule 144 under the Securities Act (or any similar provision then in effect) or are saleable pursuant to Rule 144(k) under the Securities Act;
- the common shares offered hereby are no longer outstanding; or

- the second anniversary of the effective date of the registration statement to which this prospectus relates.

Our obligation to keep the registration statement to which this prospectus relates effective is subject to specified, permitted exceptions. In these cases, we may suspend offers and sales of the common shares pursuant to the registration statement to which this prospectus relates.

We have agreed to pay all expenses incident to the registration of the common shares in connection with the private offering, including the fees and expenses of one counsel to the selling shareholders, but not including broker or underwriting discounts and commissions or any transfer taxes relating to the sale or disposition of the common shares by the selling shareholders.

The aggregate proceeds to the selling shareholders from the sale of the common shares offered by them will be the purchase price of the common shares less discounts and commissions, if any. If the common shares are sold through underwriters or broker-dealers, the selling shareholders will be responsible for underwriting discounts and commissions and/or agent's commissions. We will not receive any proceeds from sales of any common shares by the selling shareholders.

We cannot assure you that the selling shareholders will sell all or any portion of the common shares offered by this prospectus. In addition, we cannot assure you that a selling shareholder will not transfer our common shares by other means not described in this prospectus.

CUSIP Number

The Committee on Uniform Securities Identification Procedures assigns a unique number, known as a CUSIP number, to a class or issue of securities in which all of the securities have similar rights. Upon issuance, the common shares covered by this prospectus included shares with three different CUSIP numbers, depending upon whether the sale of the shares to the selling shareholder was conducted (a) by us under Section 4(2) of the Securities Act, (b) by Friedman, Billings, Ramsey & Co., Inc., as the initial purchaser, under Rule 144A or (c) by the initial purchaser under Regulation S. Prior to any registered resale, all of the securities covered by this prospectus are restricted securities under Rule 144 and their designated CUSIP numbers refer to such restricted status.

Any sales of our common shares by means of this prospectus must be settled with common shares bearing our general (not necessarily restricted) common shares CUSIP number. A selling shareholder named in this prospectus may obtain shares bearing our general common shares CUSIP number for settlement purposes by presenting the shares to be sold (with a restricted CUSIP) to our transfer agent, American Stock Transfer & Trust Company. The process of obtaining such shares might take a number of business days. SEC rules generally require trades in the secondary market to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, a selling shareholder who holds securities with a restricted CUSIP at

the time of the trade might wish to specify an alternate settlement cycle at the time of any such trade to provide sufficient time to obtain the shares with an unrestricted CUSIP in order to prevent a failed settlement.

LEGAL MATTERS

The validity of the common shares under Bermuda law has been passed upon for us by Conyers Dill & Pearman, Hamilton, Bermuda.

EXPERTS

The financial statements as of June 14, 2007 and for the period then ended included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers, independent chartered accountants, given on the authority of said firm as experts in auditing and accounting.

ENFORCEABILITY OF CIVIL LIABILITIES UNDER U.S. FEDERAL SECURITIES LAWS

We are incorporated under the laws of Bermuda and our business is based in Bermuda. In addition, some of our directors and officers may reside outside the United States, and all or a substantial portion of our assets will be and the assets of these persons are, and will continue to be, located in jurisdictions outside the United States. As such, it may be difficult or impossible for investors to effect service of process within the United States upon us or those persons or to recover against us or them on judgments of U.S. courts, including judgments predicated upon civil liability provisions of the U.S. federal securities laws. Further, no claim may be brought in Bermuda against us or our directors and officers in the first instance for violation of U.S. federal securities laws because these laws have no extraterritorial jurisdiction under Bermuda law and do not have force of law in Bermuda. A Bermuda court may, however, impose civil liability, including the possibility of monetary damages, on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law.

We have been advised by Conyers Dill & Pearman, our Bermuda counsel, that there is no treaty in force between the United States and Bermuda providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As a result, whether a United States judgment would be enforceable in Bermuda against us or our directors and officers depends on whether the U.S. court that entered the judgment ris recognized by the Bermuda court as having jurisdiction over us or our directors and officers, as determined by reference to Bermuda conflict of law rules. A judgment debt from a U.S. court that is final and for a sum certain based on U.S. federal securities laws will not be enforceable in Bermuda unless the judgment debtor had submitted to the jurisdiction of the U.S. court, and the issue of submission and jurisdiction is a matter of Bermuda (not U.S.) law.

In addition, and irrespective of jurisdictional issues, the Bermuda courts will not enforce a U.S. federal securities law that is either penal or contrary to Bermuda public policy. It is the advice of Conyers Dill & Pearman that an action brought pursuant to a public or penal law, the purpose of which is the enforcement of a sanction, power or right at the instance of the state in its sovereign capacity, will not be entertained by a Bermuda court. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under U.S. federal securities laws, would not be available under Bermuda law or enforceable in a Bermuda court, as they would be contrary to Bermuda public policy.

WHERE YOU CAN FIND MORE INFORMATION

We filed with the SEC a registration statement on Form S-1 under the Securities Act for the common shares to be sold by our selling shareholders pursuant to this prospectus. This prospectus does not contain all of the information in the registration statement and the exhibits and schedules that were filed with the registration statement. For further information with respect to the common shares and us, we refer you to the registration statement and the exhibits and schedules that were filed with the registration statement. Statements made in this prospectus regarding the contents of any contract, agreement or other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement. We will file reports, proxy statements and other information with the SEC. Our SEC filings, and a copy of the registration statement and the exhibits and schedules that were filed with the registration statement may be inspected without charge at the

Public Reference Room maintained by the SEC at 100 F Street, N.E., Washington, DC 20549. Copies of all or any part of the registration statement may be obtained from the SEC upon payment of the prescribed fee. Information regarding the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of that site is http://www.sec.gov.

Website Access to our Periodic SEC Reports

The Internet address of our corporate website is http://www.maiden.bm. The website is currently under construction. We intend to make our periodic SEC reports (on Forms 10-K and 10-Q) and current reports (on Form 8-K), as well as the beneficial ownership reports filed by our directors, officers and 10% shareholders (on Forms 3, 4 and 5) available free of charge through our website as soon as reasonably practicable after they are filed electronically with the SEC. We may from time to time provide important disclosures to investors by posting them in the investor relations section of our website, as allowed by SEC rules. The information on our website is not a part of this prospectus and will not be part of any of periodic or current reports to be filed by us with the SEC.

MAIDEN HOLDINGS, LTD.

INDEX TO FINANCIAL STATEMENTS

PRICEWATERHOUSECOOPERS

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September 17, 2007

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Maiden Holdings, Ltd.

In our opinion, the accompanying balance sheet and the related statements of operations, changes in shareholders' equity and of cash flows present fairly, in all material respects, the financial position of Maiden Holdings, Ltd. at June 14, 2007, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America. 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 audit. We conducted our audit of these statements in accordance with auditing 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. An audit 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 audit provides a reasonable basis for our opinion.

Chartered Accountants

A list of partners can be obtained from the above address
PricewaterhouseCoopers refers to the members of the worldwide PricewaterhouseCoopers organisation

MAIDEN HOLDINGS, LTD.

BALANCE SHEET
As of June 14, 2007
(dollar amounts are in thousands (000's) except per share data)

ASSETS	
Cash	$ 21,000
Common shares subscription price receivable	29,000
Deferred costs	976
Total Assets	$ 50,976
LIABILITIES	
Accrued expenses	$ 1,102
Total Liabilities	$ 1,102
Shareholders' Equity	
Common shares, $.01 par value, 100,000,000 shares authorized, 7,800,000 issued and outstanding	$ 78
Additional paid-in-capital	49,922
Accumulated deficit	(126)
Total Shareholders' Equity	$ 49,874
Total Liabilities and Shareholders' Equity	$ 50,976

MAIDEN HOLDINGS, LTD.

STATEMENT OF OPERATIONS
For the Period May 31, 2007 through June 14, 2007
(dollar amounts are in thousands (000's) except per share data)

Revenues	$ —
Expenses	
General and administrative expenses	$ 126
Total Expenses	$ 126
Net Loss	$ (126)
Loss per common share:	
Basic and diluted loss per common share	$ (0.24)
Weighted-average common shares outstanding: basic and diluted	520

MAIDEN HOLDINGS, LTD.

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
For the Period May 31, 2007 through June 14, 2007
(dollar amounts are in thousands (000's) except per share data)

	Common Shares	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
Balance, May 31, 2007	$ —	$ —	$ —	$ —	$ —
Comprehensive loss:					
Net loss				(126)	(126)
Comprehensive loss					(126)
Issuance of common shares	78	49,922			50,000
Balance, June 14, 2007	$ 78	$ 49,922	$ —	$ (126)	$ 49,874

MAIDEN HOLDINGS, LTD.

STATEMENT OF CASH FLOWS
For the Period May 31, 2007 through June 14, 2007
(dollar amounts are in thousands (000's) except per share data)

Cash flows from operating activities	$ (126)
Net loss from continuing operations	
Change in assets and liabilities:	
Accrued expenses	126
Net cash provided by operating activities	—
Cash flows from investing activities	—
Cash flows from financing activities	
Common shares issuance	21,000
Net cash provided by financing activities	21,000
Net increase in cash and cash equivalents	21,000
Cash and cash equivalents, beginning of period	—
Cash and cash equivalents, end of period	$ 21,000

MAIDEN HOLDINGS, LTD.

NOTES TO FINANCIAL STATEMENTS
(dollar amounts in thousands (000's) except per share data)

1. Basis of Presentation and Summary of Accounting Principles

Description of Business

Maiden Holdings, Ltd. (sometimes referred to as the "Company"), has been organized as a Cayman Islands company to provide, through an insurance subsidiary to be established under the laws of Bermuda, property and casualty insurance and reinsurance business solutions primarily to small insurance companies and program underwriting agents in the United States. The Company is being formed to take advantage of opportunities that management of the Company believes exist in the insurance and reinsurance industry for providing traditional quota share reinsurance and excess of loss reinsurance. The Company intends to change its jurisdiction of organization to Bermuda (See Note 8 — Subsequent Events).

The Company's fiscal-year end is December 31.

Basis of Presentation

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, as well as disclosure of contingent assets and liabilities as at the balance sheet date. Estimates also affect the reported amounts of income and expenses for the reporting period. Actual results could differ from those estimates.

These financial statements are presented from May 31, 2007, the date of incorporation, to June 14, 2007 in accordance with U.S. GAAP.

Formation

On June 14, 2007 the Company received subscriptions for an aggregate of 7,800,000 common shares from Michael Karfunkel, George Karfunkel and Barry D. Zyskind (sometimes referred to as the “Founding Shareholders”) for $50,000. As of June 14, 2007, $21,000 of the $50,000 subscription had been received. Subsequently on June 15, 2007, an additional $4,000 was collected from the Founding Shareholders. The remaining $25,000 is in the process of clearing the bank. The Company intends to conduct a private offering of its common shares as described under “Significant accounting policies” below. If the Company were unable to complete the proposed offering, the capital funds received from the Founding Shareholders, net of any expenses incurred by the Company, would be returned upon liquidation of the Company.

Significant Accounting Policies

The following is a summary of the significant accounting policies adopted by the Company:

(a) Cash and cash equivalents

Cash and cash equivalents are carried at cost, which approximates fair value, and include all securities that, at their purchase date, have a maturity of less than 90 days. The Company maintains its cash accounts in the Bank of Bermuda, which are not insured.

(b) Warrants

The Company has accounted for certain warrants to purchase up to 4,050,000 common shares of the Company issued to the founders of the Company, in conjunction with the capitalization of the Company, and which may be settled by the Company using the physical settlement method, in accordance with Emerging Issues Task Force 00-19: “Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company’s Own Stock” (“EITF 00-19”). Accordingly, the fair value of these warrants has been recorded in equity as an addition to additional paid-in-capital. The associated cost of the fair value of these warrants has been recorded in accordance with Note 1(c) below.

1. Basis of Presentation and Summary of Accounting Principles – (continued)

(c) Offering and incorporation expenses

The Company intends to offer 45,000,000 common shares and up to an additional 6,750,000 common shares to cover over-allotments in a private offering. Offering expenses incurred in connection with the proposed offering will be recorded as a reduction of paid-in-capital. These costs are expected to include certain investment banking fees, legal fees, printer fees and audit fees.

With respect to the warrants issued to the founders, which had an effective date of June 14, 2007, the aggregate value of these warrants was recorded as an addition to additional paid-in-capital on such effective date with an offsetting charge to additional paid-in-capital as well.

Any incorporation expenses not related to the raising of capital are expensed as incurred and are included in other operating expenses.

(d) Earnings Per Share

Basic earnings per share are computed based on the weighted-average number of common shares outstanding. Dilutive earnings per share are computed using the weighted-average number of common shares outstanding during the period adjusted for the dilutive impact of warrants and share options using the treasury stock method. There were no dilutive shares for the period between May 31, 2007 and June 14, 2007.

(e) Recent Accounting Developments

During September 2006, the FASB issued SFAS 157, “Fair Value Measurements” ("SFAS No. 157"), which defines fair value, establishes a framework for measuring fair value in U.S. GAAP financial statements, and expands disclosures about fair value measurements. SFAS No. 157 is effective for financial statements issued for fiscal periods beginning after November 14, 2007, and interim periods within those fiscal years. Early adoption is permitted. The Company has not yet determined the impact, if any, on its financial statements of adopting SFAS No. 157.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" (“SFAS No. 159”), which provides reporting entities the ability to choose to report many financial instruments and certain other items at fair value with changes in fair value included in current earnings. SFAS No. 159 establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities. The standard also requires additional information to aid financial statement users’ understanding of a reporting entity’s choice to use fair value on its earnings and also requires entities to display on the face of the balance sheet the fair value of those assets and liabilities which the reporting entity has chosen to measure at fair value. SFAS No. 159 is effective as of the beginning of a reporting entity’s first fiscal year beginning after November 15, 2007. Early adoption is permitted as of the beginning of the previous fiscal year provided the entity makes that choice in the first 120 days of that fiscal year and also elects to apply the provisions of SFAS No. 157. Because application of the standard is optional, any impacts are limited to those financial assets and liabilities to which SFAS No. 159 would be applied, which has yet to be determined.

2. Statement of Operations

For the period from inception to June 14, 2007 the Company did not have any revenue to report. The retained deficit of $126 was due to audit and rating service fees.

3. Share Capital

(a) Authorized and issued

MAIDEN HOLDINGS, LTD.

NOTES TO FINANCIAL STATEMENTS
(dollar amounts in thousands (000's) except per share data)

3. Share Capital – (continued)

The Company's authorized share capital is 100,000,000 common shares with a par value of $0.01 per share, of which there are 7,800,000 common shares issued and outstanding, which were issued to the Founding Shareholders in consideration of their investment of $50,000 in the Company as described in Note 1 under "Formation".

The holders of our common shares are entitled to receive dividends and are allocated one vote per share, subject to downward adjustment under certain circumstances.

(b) Warrants

In connection with the formation by our Founding Shareholders, the Company issued to the Founding Shareholders 10-year warrants to purchase up to 4,050,000 common shares of the Company. The warrants are effective as of June 14, 2007 and will expire on June 14, 2017. The warrants are exercisable at a price per share of $10.00, equal to the price per share to be paid by investors in the proposed private offering.

The warrants may be settled using the physical settlement method. The warrants have been classified as equity instruments, in accordance with EITF 00-19. The warrants were initially measured at an aggregate fair value of $19,521, which was recorded as an addition to additional paid-in-capital with an offsetting charge to additional paid-in-capital as well.

The fair value of the warrants issued was estimated on the date of grant using the Black-Scholes option-pricing model. The volatility assumption used, 34.53%, was derived from the historical volatility of the share price of a range of publicly-traded companies with similar types of business to that of the Company. No allowance was made for any potential illiquidity associated with the private trading of the Company's shares. The other assumptions in the option pricing model were as follows: risk free interest rate of 5.16%, expected life of 10 years and a dividend yield of 1%.

(c) Dividends

The Company did not declare any dividends as of the date of the balance sheet.

4. Taxation

Bermuda

The Company has received from the Bermuda government an exemption from all local income, withholding and capital gains taxes until March 28, 2016. At the present time, no such taxes are levied in Bermuda.

United States

The Company intends to operate in such manner that it will not be engaged in a trade or business in the United States and, accordingly, does not expect to be subject to United States federal income taxation.

5. Commitments and Contingencies

(a) Concentrations of credit risk

As of June 14, 2007 the Company's assets consisted of cash, common share subscription price receivable and deferred costs.

The Company's future investments will be managed following standards of diversification to be established by the Company from time to time. Specific provisions will limit the allowable holdings of a single issue and issuers. The Company believes that there are no significant concentrations of credit risk associated with its investments.

MAIDEN HOLDINGS, LTD.

NOTES TO FINANCIAL STATEMENTS
(dollar amounts in thousands (000's) except per share data)

5. Commitments and Contingencies – (continued)

(b) Employment agreements

The Company has entered into employment agreements, effective as of the date of the closing of the proposed offering, with certain of its executive officers.

(c) Operating leases

The Company subleases office space. Future minimum lease commitments are $10 for 2007. There are no commitments for 2008 and thereafter.

6. Related Party Transactions

The transactions listed below are classified as related party transactions as each counterparty may be deemed to be an affiliate of the Company.

The Company, through a subsidiary, plans to provide reinsurance to certain subsidiaries of AmTrust Financial Services, Inc. (“AmTrust”) pursuant to quota share reinsurance agreements and, potentially, one or more excess of loss reinsurance agreements.

The Company and its subsidiary have entered into an asset management agreement with an AmTrust affiliate.

Also, the Company’s subsidiary has entered into a reinsurance brokerage agreement with AII Reinsurance Broker Ltd., a subsidiary of AmTrust, appointing AII Reinsurance Broker Ltd. reinsurance broker on the proposed quota-share reinsurance agreements between the Company’s subsidiary and the subsidiaries of AmTrust.

7. Earnings Per Share

The following, is a summary of the elements used in calculating basic and diluted loss per share (amounts in $000s):

	Period from May 31 through June 14, 2007
Net loss	$ (126)
Weighted average number of shares outstanding – basic and diluted	520
Net loss – basic and diluted loss per share	$ (0.24)

Weighted average warrants outstanding of 270,000 for the period have been excluded as these were anti-dilutive to earnings per share.

8. Subsequent Events

On June 15, 2007, the Company received $4,000 from the Founding Shareholders for payment related to the subscription receivable as discussed in Note 1 (Formation). An additional $25,000 has been collected.

On June 20, 2007, the Bermuda Monetary Authority (“BMA”) approved the formation of Maiden Holdings, Ltd. allowing for the change in jurisdiction of organization as discussed in Note 1 (Description of Business). On July 2, 2007 with an effective date of June 29, 2007 the BMA approved the registration of the Company's insurance subsidary, Maiden Insurance Company, Ltd.

On July 3 and July 13, 2007, the Company sold an aggregate of 51,750,000 common shares in a private placement exempt from registration under the Securities Act at a purchase price of $9.30 per share to Friedman, Billings, Ramsey & Co., Inc., the initial purchaser of some of the shares, and directly to certain investors. Friedman, Billings, Ramsey & Co., Inc. resold the shares it purchased to investors pursuant to Rule 144A and Regulation S under the Securities Act. The Company raised approximately $480.6 million in net

8. Subsequent Events – (continued)

proceeds from the private offering. The Company used approximately $450 million of these proceeds and the $50.0 million our Founding Shareholders invested in the Company, a total of approximately $500 million, to capitalize Maiden Insurance, the Company’s reinsurance subsidiary.

On August 21, 2007, the Company’s Board of Directors approved a quarterly cash dividend of $0.025 per share of common stock. The dividend is payable on October 15, 2007 to shareholders of record as of October 1, 2007.

2007 Share Incentive Plan

The Company has adopted a 2007 Share Incentive Plan (the “Plan”) providing for grants of any options or restricted shares. The total number of shares reserved for issuance under the Plan is expected to be 2,800,000 common shares. The Plan is expected to be administered by the Compensation Committee of the Board of Directors. Grant prices will be established at the fair market value of the Company’s common shares at the date of grant.

ASSETS	
Cash and cash equivalents	$ 49,838
Deferred costs	976
Interest receivable	59
Total Assets	$ 50,873
LIABILITIES	
Accrued expenses	$ 950
Total Liabilities	$ 950
Shareholders' Equity	
Common shares, $.01 par value, 100,000,000 shares authorized, 7,800,000 issued and outstanding	$ 78
Additional paid-in-capital	49,922
Accumulated deficit	(77)
Total Shareholders' Equity	$ 49,923
Total Liabilities and Shareholders' Equity	$ 50,873

See accompanying notes to Consolidated Financials

MAIDEN HOLDINGS, LTD.

CONSOLIDATED STATEMENT OF OPERATIONS (unaudited)
For the Period May 31, 2007 through June 30, 2007
(dollar amounts are in thousands (000's) except per share data)

Revenues	
Interest income	$ 59
Total Revenue	$ 59
Expenses	
General and administrative expenses	$ 136
Total Expenses	$ 136
Net Loss	$ (77)
Loss per common share:	
Basic and diluted loss per common share	$ (0.02)
Weighted-average common shares outstanding: basic and diluted	4,026

See accompanying notes to Consolidated Financials

MAIDEN HOLDINGS, LTD.

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (unaudited)
For the Period May 31, 2007 through June 30, 2007
(dollar amounts are in thousands (000's) except per share data)

	Common Shares	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
Balance, May 31, 2007	$ —	$ —	$ —	$ —	$ —
Comprehensive loss:					
Net loss				(77)	(77)
Comprehensive loss					(77)
Issuance of common shares	78	49,922			50,000
Balance, June 30, 2007	$ 78	$ 49,922	$ —	$ (77)	$ 49,923

See accompanying notes to Consolidated Financials

MAIDEN HOLDINGS, LTD.

CONSOLIDATED STATEMENT OF CASH FLOWS (unaudited)
For the Period May 31, 2007 through June 30, 2007
(dollar amounts are in thousands (000's) except per share data)

Cash flows from operating activities	
Net loss from continuing operations	$ (77)
Change in assets and liabilities:	
Increase in interest receivable	(59)
Decrease in accrued expenses	(26)
Net cash provided by operating activities	(162)
Cash flows from investing activities	—
Cash flows from financing activities	
Common shares issuance	50,000
Net cash provided by financing activities	50,000
Net increase in cash and cash equivalents	49,838
Cash and cash equivalents, beginning of period	—
Cash and cash equivalents, end of period	$ 49,838

See accompanying notes to Consolidated Financials

MAIDEN HOLDINGS, LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (unaudited)
(dollar amounts in thousands (000's) except per share data)

1. Basis of Presentation and Summary of Accounting Principles

Description of Business

Maiden Holdings, Ltd. (sometimes referred to as the "Company"), has been organized as a Cayman Islands company to provide, through an insurance subsidiary to be established under the laws of Bermuda, property and casualty insurance and reinsurance business solutions primarily to small insurance companies and program underwriting agents in the United States. The Company is being formed to take advantage of opportunities that management of the Company believes exist in the insurance and reinsurance industry for providing traditional quota share reinsurance and excess of loss reinsurance. On June 20, 2007, the Bermuda Monetary Authority (the "BMA") approved the formation of Maiden Holdings, Ltd. allowing for the change in jurisdiction of organization to Bermuda. Effective June 29, 2007, the BMA approved the registration of the Company's insurance subsidiary, Maiden Insurance Company, Ltd.

The Company's fiscal-year end is December 31.

Basis of Presentation

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The preparation of consolidated financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, as well as disclosure of contingent assets and liabilities as at the balance sheet date. Estimates also affect the reported amounts of income and expenses for the reporting period. Actual results could differ from those estimates.

These consolidated financial statements are presented from May 31, 2007, the date of incorporation, to June 30, 2007 in accordance with U.S. GAAP.

Formation

On June 14, 2007, the Company received subscriptions for an aggregate of 7,800,000 common shares from Michael Karfunkel, George Karfunkel and Barry D. Zyskind (sometimes referred to as the "Founding Shareholders") for $50,000. As of June 30, 2007, the entire subscription price had been received. The Company intends to conduct a private offering of its common shares as described under "Significant Accounting Policies" below. If the Company were unable to complete the proposed offering, the capital funds received from the Founding Shareholders, net of any expenses incurred by the Company, would be returned upon liquidation of the Company.

Significant Accounting Policies

The following is a summary of the significant accounting policies adopted by the Company:

(a) Cash and cash equivalents

Cash and cash equivalents are carried at cost, which approximates fair value, and include all securities that, at their purchase date, have a maturity of less than 90 days. The Company maintains its cash accounts in the Bank of Bermuda, which are not insured.

(b) Warrants

The Company has accounted for certain warrants to purchase up to 4,050,000 common shares of the Company issued to the founders of the Company, in conjunction with the capitalization of the Company, and which may be settled by the Company using the physical settlement method, in accordance with Emerging Issues Task Force 00-19: "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock" ("EITF 00-19"). Accordingly, the fair value of these

warrants has been recorded in equity as an addition to additional paid-in-capital. The associated cost of the fair value of these warrants has been recorded in accordance with Note 1(c) below.

MAIDEN HOLDINGS, LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (unaudited)
(dollar amounts in thousands (000's) except per share data)

1. Basis of Presentation and Summary of Accounting Principles – (continued)

(c) Principles of consolidation

The consolidated financial statements include the results of the Company and its wholly owned subsidiary Maiden Insurance Company, Ltd. All significant intercompany accounts and transactions have been eliminated.

(d) Offering and incorporation expenses

The Company intends to offer 45,000,000 common shares and up to an additional 6,750,000 common shares to cover over-allotments in a private offering. Offering expenses incurred in connection with the proposed offering will be recorded as a reduction of paid-in-capital. These costs are expected to include certain investment banking fees, legal fees, printer fees and audit fees.

With respect to the warrants issued to the founders, which had an effective date of June 14, 2007, the aggregate value of these warrants was recorded as an addition to additional paid-in-capital on such effective date with an offsetting charge to additional paid-in-capital as well.

Any incorporation expenses not related to the raising of capital are expensed as incurred and are included in other operating expenses.

(e) Earnings Per Share

Basic earnings per share are computed based on the weighted-average number of common shares outstanding. Dilutive earnings per share are computed using the weighted-average number of common shares outstanding during the period adjusted for the dilutive impact of warrants and share options using the treasury stock method. There were no dilutive shares for the period between May 31, 2007 and June 30, 2007.

(f) Recent Accounting Developments

During September 2006, the FASB issued SFAS 157, "Fair Value Measurements"("SFAS No. 157"), which defines fair value, establishes a framework for measuring fair value in U.S. GAAP financial statements, and expands disclosures about fair value measurements. SFAS No. 157 is effective for financial statements issued for fiscal periods beginning after November 14, 2007, and interim periods within those fiscal years. Early adoption is permitted. The Company has not yet determined the impact, if any, on its financial statements of adopting SFAS No. 157.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS No. 159"), which provides reporting entities the ability to choose to report many financial instruments and certain other items at fair value with changes in fair value included in current earnings. SFAS No. 159 establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities. The standard also requires additional information to aid financial statement users' understanding of a reporting entity's choice to use fair value on its earnings and also requires entities to display on the face of the balance sheet the fair value of those assets and liabilities which the reporting entity has chosen to measure at fair value. SFAS No. 159 is effective as of the beginning of a reporting entity's first fiscal year beginning after November 15, 2007. Early adoption is permitted as of the beginning of the previous fiscal year provided the entity makes that choice in the first 120 days of that fiscal year and also elects to apply the provisions of SFAS No. 157. Because application of the standard is optional, any impacts are limited to those financial assets and liabilities to which SFAS No. 159 would be applied, which has yet to be determined.

MAIDEN HOLDINGS, LTD.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (unaudited)
(dollar amounts in thousands (000's) except per share data)

2. Share Capital

(a) Authorized and issued

The Company's authorized share capital is 100,000,000 common shares with a par value of $0.01 per share, of which there are 7,800,000 common shares issued and outstanding, which were issued to the Founding Shareholders in consideration of their investment of $50,000 in the Company as described in Note 1 under "Formation".

The holders of our common shares are entitled to receive dividends and are allocated one vote per share, subject to downward adjustment under certain circumstances.

(b) Warrants

In connection with the formation by our Founding Shareholders, the Company issued to the Founding Shareholders 10-year warrants to purchase up to 4,050,000 common shares of the Company. The warrants are effective as of June 14, 2007 and will expire on June 14, 2017. The warrants are exercisable at a price per share of $10.00, equal to the price per share to be paid by investors in the proposed private offering.

The warrants may be settled using the physical settlement method. The warrants have been classified as equity instruments, in accordance with EITF 00-19. The warrants were initially measured at an aggregate fair value of $19,521, which was recorded as an addition to additional paid-in-capital with an offsetting charge to additional paid-in-capital as well.

The fair value of the warrants issued was estimated on the date of grant using the Black-Scholes option-pricing model. The volatility assumption used, 34.53%, was derived from the historical volatility of the share price of a range of publicly-traded companies with similar types of business to that of the Company. No allowance was made for any potential illiquidity associated with the private trading of the Company's shares. The other assumptions in the option pricing model were as follows: risk free interest rate of 5.16%, expected life of 10 years and a dividend yield of 1%.

(c) Dividends

The Company did not declare any dividends as of the date of the balance sheet.

3. Taxation

Bermuda

The Company has received from the Bermuda government an exemption from all local income, withholding and capital gains taxes until March 28, 2016. At the present time, no such taxes are levied in Bermuda.

United States

The Company intends to operate in such manner that it will not be engaged in a trade or business in the United States and, accordingly, does not expect to be subject to United States federal income taxation.

4. Commitments and Contingencies

(a) Concentrations of credit risk

As of June 30, 2007 the Company's assets consisted of cash and cash equivalents, interest receivable and deferred costs.

The Company's future investments will be managed following standards of diversification to be established by the Company from time to time. Specific provisions will limit the allowable holdings of a single issue and issuers. The Company believes that there are no significant concentrations of credit risk associated with its investments.

4. Commitments and Contingencies – (continued)

(b) Employment agreements

The Company has entered into employment agreements, effective as of the date of the closing of the proposed offering, with certain of its executive officers.

(c) Operating leases

The Company subleases office space. Future minimum lease commitments are $10 for 2007. There are no commitments for 2008 and thereafter.

5. Related Party Transactions

The transactions listed below are classified as related party transactions as each counterparty may be deemed to be an affiliate of the Company.

The Company, through a subsidiary, plans to provide reinsurance to certain subsidiaries of AmTrust Financial Services, Inc. ("AmTrust") pursuant to quota share reinsurance agreements and, potentially, one or more excess of loss reinsurance agreements.

The Company and its subsidiary have entered into an asset management agreement with an AmTrust affiliate.

Also, the Company's subsidiary has entered into a reinsurance brokerage agreement with AII Reinsurance Broker Ltd., a subsidiary of AmTrust, appointing AII Reinsurance Broker Ltd. reinsurance broker on the proposed quota-share reinsurance agreements between the Company's subsidiary and the subsidiaries of AmTrust.

6. Earnings Per Share

The following, is a summary of the elements used in calculating basic and diluted loss per share (amounts in $000s):

	Period from May 31 through June 30, 2007
Net loss	$ (77)
Weighted average number of shares outstanding – basic and diluted	4,026
Net loss – basic and diluted loss per share	$ (0.02)

(dollar amounts in thousands (000's) except per share data)

Weighted average warrants outstanding of 2,090,323 for the period have been excluded as these were anti-dilutive to earnings per share.

7. Subsequent Events

On July 3 and July 13, 2007, the Company sold an aggregate of 51,750,000 common shares in a private placement exempt from registration under the Securities Act at a purchase price of $9.30 per share to Friedman, Billings, Ramsey & Co., Inc., the initial purchaser of some of the shares, and directly to certain investors. Friedman, Billings, Ramsey & Co., Inc. resold the shares it purchased to investors pursuant to Rule 144A and Regulation S under the Securities Act. The Company raised approximately $480.6 million in net proceeds from the private offering. The Company used approximately $450 million of these proceeds and the $50.0 million our Founding Shareholders invested in the Company, a total of approximately $500 million, to capitalize Maiden Insurance, the Company's reinsurance subsidiary.

On August 21, 2007, the Company's Board of Directors approved a quarterly cash dividend of $0.025 per share of common stock. The dividend was paid on October 15, 2007 to shareholders of record as of October 1, 2007.

7. Subsequent Events – (continued)

2007 Share Incentive Plan

The Company has adopted a 2007 Share Incentive Plan (the "Plan") providing for grants of any options or restricted shares. The total number of shares reserved for issuance under the Plan is expected to be 2,800,000 common shares. The Plan is expected to be administered by the Compensation Committee of the Board of Directors. Grant prices will be established at the fair market value of the Company's common shares at the date of grant.

GLOSSARY OF SELECTED REINSURANCE, INSURANCE AND INVESTMENT TERMS

Acquisition expense:	The aggregate of policy acquisition costs attributable to underwriting operations, including ceding and direct commissions as well as premium taxes, excise taxes and assessments, if applicable.
Broker:	One who negotiates contracts of insurance or reinsurance, receiving a commission for placement and other service rendered, between (1) a policyholder and a primary insurer, on behalf of the insured party, (2) a primary insurer and reinsurer, on behalf of the primary insurer, or (3) a reinsurer and a retrocessionaire, on behalf of the reinsurer.
Capacity:	The percentage of surplus, or the dollar amount of exposure, that an insurer or reinsurer is willing or able to place at risk.
Case reserves:	Loss reserves established with respect to specific, individual reported claims.
Casualty insurance:	Insurance that is primarily concerned with the losses caused by injuries to third persons (in other words, persons other than the policyholder) and the resulting legal liability imposed on the underlying insured resulting therefrom.
Catastrophe; Catastrophic:	A severe loss or disaster, typically involving multiple claimants. Common perils include earthquakes, hurricanes, hailstorms, severe winter weather, floods, fires, tornadoes, explosions and other natural or man-made disasters. Catastrophe losses may also arise from acts of war, acts of terrorism and political instability.
Catastrophe loss:	Loss and directly identified loss adjustment expense from catastrophes.
Cede; Cedent; Ceding company:	When a party reinsures its liability with another, it transfers or "cedes" business (premiums or losses) and is referred to as the "cedent" or "ceding company."
Ceding commission:	A fee based upon the ceding company's cost of acquiring the business being reinsured (including commissions, premium taxes, assessments and miscellaneous administrative expense), which also may include a profit factor.
Claim:	Request by an insured or reinsured for indemnification by an insurance company or a reinsurance company for loss incurred from an insured peril or event.

Combined ratio:	The sum of the loss ratio and the expense ratio. A combined ratio below 100% generally indicates profitable underwriting prior to the consideration of investment income. A combined ratio over 100% generally indicates unprofitable underwriting prior to the consideration of investment income. A combined ratio can be stated on a gross basis (before the effects of reinsurance) or a net basis (after the effects of reinsurance).
Deductible:	With respect to an insurance policy, the amount of loss that an insured retains, although the insurer is legally responsible for losses within the deductible and looks to the insured for reimbursement for such losses. This is in contrast to a self-insured retention (SIR), where the insurer is only responsible for claims in excess of the

	SIR, regardless of the financial status of the insured. With respect to a reinsurance agreement, an amount of loss that a ceding company retains within a layer of reinsurance and does not cede to the reinsurer.
Excess of loss:	A generic term describing insurance or reinsurance that indemnifies the insured or the reinsured against all or a specified portion of losses on underlying insurance policies in excess of a specified amount, which is called a “retention.” Also known as non-proportional insurance or reinsurance. Excess of loss insurance or reinsurance is written in layers. An insurer or reinsurer or group of insurers or reinsurers accepts a band of coverage up to a specified amount. The total coverage purchased by the cedent is referred to as a “program” and will typically be placed with predetermined insurers or reinsurers in pre-negotiated layers. Any liability exceeding the outer limit of the program reverts to the ceding company, which also bears the credit risk of an insurer’s or reinsurer’s insolvency.
Exclusions:	Provisions in an insurance or reinsurance policy excluding certain risks or otherwise limiting the scope of coverage.
Expense ratio:	The ratio of acquisition expenses, salaries and benefits and other insurance general and administrative expenses to premiums earned. The expense ratio can be stated on a gross basis (before the effects of reinsurance) or a net basis (after the effects of reinsurance, in which expenses may be reduced by the amount (if any) of ceding commissions received on the ceded business).
Exposure:	The possibility of loss. It is also a unit of measure of the amount of risk a company assumes.
Extended Warranty:	A contract or agreement to repair or replace or to provide indemnification for the repair or replacement of a product or specified parts due to mechanical failure. An extended warranty, which may be offered by the manufacturer, retailer or other warranty provider for consideration which is separate from or in addition to the purchase price of the product, provides coverage for a specific period of time upon expiration of or for parts which are not covered by the manufacturer’s warranty, if any, which is included in the purchase price of the product.
Facultative Reinsurance:	The reinsurance of all or a portion of the insurance provided by a single policy. Each policy reinsured is separately negotiated.
Frequency:	The number of claims occurring during a given coverage period. This is sometimes quoted as number of claims per unit of exposure.
Generally accepted accounting principles (“GAAP”):	Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants or statements of the Financial Accounting Standards Board. GAAP is the method of accounting to be used by Maiden Holdings for reporting to shareholders.
Gross premiums written:	Total premiums for insurance or reinsurance written during a given period.

Incurred but not reported (“IBNR”):	Reserves for estimated losses that have been incurred by insureds and reinsureds but not yet reported to the insurer or reinsurer, including unknown future developments on losses which are known to the insurer or reinsurer.
Layer:	The interval between the retention or attachment point and the maximum limit of indemnity for which an insurer or reinsurer is responsible.

Loss ratio:	The ratio of losses and loss adjustment expense to premiums earned. The loss ratio can be stated on a gross basis (before the effects of reinsurance) or a net basis (after the effects of reinsurance).
Loss reserves:	Reserves established by insurers and reinsurers to reflect the estimated cost of claims payments and the related expenses that the insurer or reinsurer will ultimately be required to pay with respect to insurance or reinsurance it has written.
Losses and loss adjustment expense:	The expense of settling claims, including legal and other fees and the portion of general expenses allocated to claim settlement costs (also known as claim adjustment expenses) plus losses incurred with respect to claims.
Losses incurred:	The total losses sustained by an insurer or reinsurer under a policy or policies, whether paid or unpaid. Incurred losses include a provision for IBNR.
Managing general agent:	An insurance intermediary that aggregates business from retail and general agents and manages business on behalf of insurance companies, including functions such as risk selection and underwriting, premium collection, policy form design and client service.
Net premiums earned:	The portion of net premiums written during or prior to a given period that was actually recognized as income during such period.
Net premiums written:	Gross premiums written for a given period less premiums ceded to reinsurers during such period.
Premiums:	The amount charged during the term on policies and contracts issued, renewed or reinsured by an insurance company or reinsurance company.
Program:	Refers to an aggregation of narrowly defined classes of insurance business with some element of similarity that are underwritten on an individual policy basis by managing general agents on behalf of insurance companies.
Property insurance:	Insurance that provides coverage to a person with an insurable interest in tangible property for that person’s property loss, damage or loss of use.
Quota share reinsurance:	A type of reinsurance (also called proportional reinsurance) under which the insurer cedes a fixed or variable percentage of liabilities, premiums and losses for each policy covered on a pro rata basis. In quota share reinsurance, the reinsurer generally pays the ceding company a ceding commission.

Rates:	Amounts charged per unit of insurance and reinsurance (also sometimes shown per unit of exposure).
Reinsurance:	An arrangement in which an insurance company, the reinsurer, agrees to indemnify another insurance or reinsurance company, the ceding company, against all or a portion of the insurance or reinsurance risks underwritten by the ceding company under one or more policies. Reinsurance can provide a ceding company with several benefits, including a reduction in net liability on individual risks and catastrophe protection from large or multiple losses. Reinsurance also provides a ceding company with additional underwriting capacity by permitting it to accept larger risks and write more business than would be possible without a concomitant increase in capital and surplus, and facilitates the maintenance of acceptable financial ratios by the ceding company. Reinsurance does not legally discharge the primary insurer from its liability with respect to its obligations to the insured.
Reinsurance agreement:	A contract specifying the terms of a reinsurance transaction (also known as a reinsurance certificate).
Reported losses:	Claims or potential claims that have been identified to a reinsurer by a ceding company or to an insurer by an insured.
Reserves:	Liabilities established by insurers and reinsurers to reflect the estimated costs of claim payments and the related expenses that the insurer or reinsurer will ultimately be required to pay with respect to insurance or reinsurance it has written. Reserves are established for losses, for loss expenses and for unearned premiums. Loss reserves consist of “case reserves,” or reserves established with respect to individual reported claims, and “IBNR reserves.” For reinsurers, loss expense reserves are generally not significant because substantially all of the loss expenses associated with particular claims are incurred by the primary insurer and reported to reinsurers as losses. Unearned premium reserves constitute the portion of premium paid in advance for insurance or reinsurance that has not yet been provided. See also “Loss reserves.”
Retention:	The amount or portion of risk that an insurer retains for its own account.

	Losses in excess of the retention level up to the outer limit of the policy or program, if any, that do not fall within any applicable deductible are paid by the reinsurer. In proportional agreements, the retention may be a percentage of the original policy's limit. In excess of loss business, the retention is a dollar amount of loss, a loss ratio or a percentage.Retention may also mean that portion of the loss retained by the insured or policyholder. Most insureds do not purchase insurance to cover their entire exposure. Rather, they elect to take a deductible or self-insured retention, a portion of the risk that they will cover themselves.
Specialty lines:	Lines of insurance that provide coverage for risks that are often unusual or difficult to place and do not fit the underwriting criteria of standard commercial products carriers.

Statutory accounting principles ("SAP"):	The rules and procedures prescribed or permitted by United States state insurance regulatory authorities including the National Association of Insurance Commissioners for recording transactions and preparing financial statements, which in general reflect a liquidating, rather than going concern, concept of accounting.
Treaty reinsurance; Reinsurance treaties:	The reinsurance of a specified type or category of risks defined in a reinsurance agreement between a primary insurer or other reinsured and a reinsurer. Typically, in treaty reinsurance, the primary insurer or reinsured is obligated to offer, and the reinsurer is obligated to accept, a specified portion of all of the specified type or category of risks originally written by the primary insurer or reinsured. Treaty reinsurance can be contrasted with facultative reinsurance, in which the reinsurance of each policy is separately negotiated.
Underwriter:	An employee of an insurance or reinsurance company who examines, accepts or rejects risks and classifies accepted risks in order to charge an appropriate premium for each accepted risk. The underwriter is expected to select business that will produce an average risk of loss no greater than that anticipated for the class of business.
Underwriting:	The insurer's or reinsurer's process of reviewing applications for coverage, and the decision whether to accept all or part of the exposure and determination of the applicable premiums; also refers to the acceptance of that coverage.
Workers' compensation:	A system (established under state and federal laws) under which employers provide insurance for benefit payments to their employees for work-related injuries, deaths and diseases, regardless of fault.

You may rely only on the information contained in this prospectus or to which we have referred you. Neither we nor the selling shareholders have authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. Neither we nor the selling shareholders are making an offer to sell, or are soliciting an offer to buy, these securities in any circumstances in which such offer or solicitation is unlawful. The information appearing in this prospectus is accurate only as of the date of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date, and neither the delivery of this prospectus nor any sale made in connection with this prospectus shall, under any circumstances, crease any implication that the information contained in this prospectus is correct as of any time after its date.

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56,920,000
Common Shares

PROSPECTUS

, 2007

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The expenses in connection with the registration of the common shares covered by this prospectus are set forth in the following table. All amounts except the registration fee are estimated:

Securities and Exchange Commission registration fee	$ 15,727
NASDAQ/New York Stock Exchange listing fee	*
Printing and engraving expenses	*
Accounting fees and expenses	*
Legal fees and expenses	*
Miscellaneous	*
Total	$ *

* To be filed by amendment

All expenses in connection with the issuance and distribution of the securities being offered shall be borne by the registrant, other than underwriting discounts and selling commissions, if any.

Item 14. Indemnification of Directors and Officers.

Indemnification of Directors and Officers

We are a Bermuda exempted company. Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on

them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Companies Act.

We have adopted provisions in our bye-laws that provide that we will indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty. Our bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company's directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors' and officers' liability policy for such a purpose.

Item 15. Recent Sales of Unregistered Securities

The following information relates to the securities we have issued or sold since our incorporation on May 31, 2007 that were not registered under the Securities Act of 1933, as amended (the "Securities Act").

(i) On June 14, 2007, we issued 7,800,000 of our common shares, with an initial par value of $0.01 per share, to Michael Karfunkel, George Karfunkel and Barry Zyskind (together, our "Founding Shareholders"), our founding shareholders, in consideration of their $50.0 million investment in us. These shares were issued pursuant to the exemption provided by Section 4(2) of the Securities Act for transactions not involving a public offering.

(ii) On June 14, 2007, we issued warrants to our Founding Shareholders to purchase up to 4,050,000 of our common shares. These warrants are exercisable at $10.00 per share and have a 10-year term. The warrants were issued pursuant to the exemption provided by Section 4(2) under the Securities Act for a transaction not involving a public offering.

(iii) On July 3 and July 13, 2006, we issued an aggregate of (1) 43,953,534 of our common shares to Friedman, Billings, Ramsey & Co., Inc. ("FBR") as the initial purchaser at a purchase price of $9.30 per share, and (2) 7,796,466 of our common shares directly to "accredited investors" (as defined under Rule 501(a) under the Securities Act) at an offering price of $10.00 per share. The shares purchased by FBR were resold by FBR to investors at $10.00 per share pursuant to Rule 144A and Regulation S under the Securities Act. The aggregate offering price to investors was $517,500,000.

The issuances we made to FBR and to "accredited investors" were made pursuant to the exemption provided by Section 4(2) of the Securities Act for transactions not involving a public offering.

FBR received a discount of $0.70 per share with respect to 43,953,534 of the common shares sold pursuant to Rule 144A and Regulation S under the Securities Act and a placement fee of $0.70 per share with respect to 7,796,466 of the common shares that we sold directly to "accredited investors," for an aggregate discount/placement fee of $36,225,000.

(iv) On July 3, 2007, we granted options to (1) certain officers to purchase an aggregate of 425,000 common shares and (ii) our non-employee directors to purchase an aggregate of 36,000 common shares, each pursuant to 2007 share incentive plan. On October 23, 2007, we granted Messrs. Gaito and Bolz 150,000 and 50,000 options, respectively, pursuant to the terms of their respective employment agreements. On November 6, 2007, we granted Mr. Tait 50,000 options pursuant to the terms of his employment agreement. These options are exercisable at $10.00 per share and have a 10-year term. The options granted to our officers will vest in installments over a period of four years. The options granted to our non-employee directors will vest on the first anniversary of the date of grant. The options were granted pursuant to the exemption provided by Section 4(2) under the Securities Act for transactions not involving a public offering.

Item 16. Exhibits and Financial Statement Schedules.

Exhibit Number	Description
1.1	Purchase/Placement Agreement by and between Maiden Holdings and Friedman, Billings, Ramsey & Co., Inc., dated June 26, 2007*
3.1	Memorandum of Association of Maiden Holdings*
3.2	Bye-Laws of Maiden Holdings*
4.1	Form of Common Share Certificate*
4.2	Warrant granted by Maiden Holdings to George Karfunkel, effective June 14, 2007*
4.3	Warrant granted by Maiden Holdings to Michael Karfunkel, effective June 14, 2007*
4.4	Warrant granted by Maiden Holdings to Barry D. Zyskind, effective June 14, 2007*
4.5	Registration Rights Agreement by and between Maiden Holdings and Friedman, Billings, Ramsey & Co., Inc., dated as of July 3, 2007*
4.6	Registration Rights Agreement by and between Maiden Holdings and George Karfunkel, Michael Karfunkel and Barry D. Zyskind, dated as of July 3, 2007*
5.1	Opinion of Conyers Dill & Pearman
10.1	Employment Agreement between Maiden Holdings and Max G. Caviet, dated as of July 3, 2007*
10.2	Employment Agreement between Maiden Holdings and Bentzion S. Turin, dated as of July 3, 2007*
10.3	2007 Share Incentive Plan*
10.4	Form of Share Option Agreement for Executive Employee Recipients of Options under 2007 Share Incentive Plan*
10.5	Form of Share Option Agreement for Non-Employee Director Recipients of Options under 2007 Share Incentive Plan*
10.6	Master Agreement, dated as of July 3, 2007, by and between Maiden Holdings and AmTrust*

10.7	Amendment No. 1 to the Master Agreement, dated as of September 17, 2007, by and between Maiden Holdings and AmTrust*
10.8	Quota Share Reinsurance Agreement, entered into as of September 17, 2007, by and between Maiden Insurance and AmTrust International Insurance Ltd.*
10.9	Asset Management Agreement, entered into as of July 3, 2007, by and between AII Insurance Management Limited and Maiden Insurance*

Exhibit Number	Description
10.10	Reinsurance Brokerage Agreement, entered into as of July 3, 2007, by and between Maiden Insurance and AII Reinsurance Broker Ltd.*
10.11	Employment Agreement between Maiden Holdings and Joseph T. Gaito, dated as of October 23, 2007
10.12	Employment Agreement between Maiden Holdings and James A. Bolz, dated as of October 23, 2007
10.13	Employment Agreement between Maiden Holdings and Michael J. Tait, dated as of November 6, 2007
21.1	List of subsidiary of Maiden Holdings*
23.1	Consent of PricewaterhouseCoopers (Bermuda)
23.2	Consent of Conyers Dill & Pearman (included in Exhibit 5.1)
23.3	Consent of Dewey & LeBoeuf LLP
24.1	Power of Attorney*
99.1	Form F-N*

* Previously filed.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to the registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in aggregate, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any other material change to such information in the registration statement.

(2) That for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, if the Registrant is subject to Rule 430C under the Securities Act, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of

the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, 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. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by our directors, officers or controlling persons in the successful defense of any action, suit or proceeding) is asserted by any of our directors, officers or controlling persons in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the

question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hamilton, Bermuda on this 7th day of November, 2007.

MAIDEN HOLDINGS, LTD.

/s/ Bentzion S. Turin
Bentzion S. Turin
Chief Operating Officer, General Counsel and Assistant Secretary

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	Chairman of the Board	November 7, 2007
Barry D. Zyskind		
*	President, Chief Executive Officer and Director (Principal Executive Officer)	November 7, 2007
Max G. Caviet		
/s/ Michael J. Tait	Chief Financial Officer (Principal Financial and Accounting Officer)	November 7, 2007
Michael J. Tait		
/s/ Bentzion S. Turin	Chief Operating Officer, General Counsel and Assistant Secretary	November 7, 2007
Bentzion S. Turin		
*	Director	November 7, 2007
Simcha Lyons		
*	Director	November 7, 2007
Raymond M. Neff		
*	Director	November 7, 2007
Steven H. Nigro		
/s/ Bentzion S. Turin	Authorized Representative in the United States	November 7, 2007
Bentzion S. Turin		

*By:/s/ Bentzion S. Turin
Attorney-in-fact

EXHIBIT INDEX

Exhibit Number	Description
1.1	Purchase/Placement Agreement by and between Maiden Holdings and Friedman, Billings, Ramsey & Co., Inc., dated June 26, 2007*
3.1	Memorandum of Association of Maiden Holdings*
3.2	Bye-Laws of Maiden Holdings*
4.1	Form of Common Share Certificate*
4.2	Warrant granted by Maiden Holdings to George Karfunkel, effective June 14, 2007*
4.3	Warrant granted by Maiden Holdings to Michael Karfunkel, effective June 14, 2007*
4.4	Warrant granted by Maiden Holdings to Barry D. Zyskind, effective June 14, 2007*
4.5	Registration Rights Agreement by and between Maiden Holdings and Friedman, Billings, Ramsey & Co., Inc., dated as of July 3, 2007*
4.6	Registration Rights Agreement by and between Maiden Holdings and George Karfunkel, Michael Karfunkel and Barry D. Zyskind, dated as of July 3, 2007*
5.1	Opinion of Conyers Dill & Pearman
10.1	Employment Agreement between Maiden Holdings and Max G. Caviet, dated as of July 3, 2007*
10.2	Employment Agreement between Maiden Holdings and Bentzion S. Turin, dated as of July 3, 2007*
10.3	2007 Share Incentive Plan*
10.4	Form of Share Option Agreement for Executive Employee Recipients of Options under 2007 Share Incentive Plan*
10.5	Form of Share Option Agreement for Non-Employee Director Recipients of Options under 2007 Share Incentive Plan*
10.6	Master Agreement, dated as of July 3, 2007, by and between Maiden Holdings and AmTrust*
10.7	Amendment No. 1 to the Master Agreement, dated as of September 17, 2007, by and between Maiden Holdings and AmTrust*
10.8	Quota Share Reinsurance Agreement, entered into as of September 17, 2007, by and between Maiden Insurance, and AmTrust International Insurance Ltd.*
	Asset Management Agreement, entered into as of July 3, 2007, by and between AII Insurance

10.9	Management Limited and Maiden Insurance*
10.10	Reinsurance Brokerage Agreement, entered into as of July 3, 2007, by and between Maiden Insurance and AII Reinsurance Broker Ltd.*
10.11	Employment Agreement between Maiden Holdings and Joseph T. Gaito, dated as of October 23, 2007
10.12	Employment Agreement between Maiden Holdings and James A. Bolz, dated as of October 23, 2007
10.13	Employment Agreement between Maiden Holdings and Michael J. Tait, dated as of November 6, 2007
21.1	List of subsidiary of Maiden Holdings*
23.1	Consent of PricewaterhouseCoopers (Bermuda)
23.2	Consent of Conyers Dill & Pearman (included in Exhibit 5.1)
23.3	Consent of Dewey & LeBoeuf LLP
24.1	Power of Attorney*
99.1	Form F-N*

* Previously filed.

EXHIBIT 5.1

7 November, 2007

Maiden Holdings, Ltd.
Clarendon House
2 Church Street
Hamilton, HM 11
Bermuda

DIRECT LINE: +1 441 299 49 23
E-MAIL: Chris.Garrod@conyersdillandpearman.com
OUR REF: CGG/sv/386268/224079
YOUR REF:

Dear Sirs

Maiden Holdings, Ltd. (the "Company")

We have acted as special legal counsel in Bermuda to the Company in connection with a registration statement on Form S-1 to be filed with the U.S. Securities and Exchange Commission (the "Commission") on 6 November 2007 (the "Registration Statement", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the registration under the U.S. Securities Act of 1933, as amended (the "Securities Act"), of an aggregate of 56,920,000 common shares, par value US$0.01 per share (the "Shares"), all of which are being offered by certain selling shareholders of the Company (the "Selling Shareholders").

For the purposes of giving this opinion, we have examined an electronic copy of the Registration Statement. We have also reviewed the memorandum of association and the bye-laws of the Company, copies of minutes of a meeting of the board of directors of the Company held on 21 August 2007 (the "Resolutions") and such other documents and made such enquires as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us, (c) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, and (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings, remain in full force and effect and have not been rescinded or amended.

The opinion expressed below is based solely upon a review of the share register of the Company dated October 29, 2007, prepared by American Stock Transfer and Trust Company.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is addressed to the Company solely for the benefit of the Company and is neither to be transmitted to any other person, or relied upon by any other person or for any other purpose nor quoted nor referred to in any public document nor filed with any governmental agency or person without our prior written consent.

On the basis of and subject to the foregoing, we are of the opinion that the Shares are validly issued, fully paid and non-assessable (which expression means where used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm under the captions “Risk Factors”, “Material Tax Considerations”, “Description of Share Capital”, “Legal Matters”, and, “Enforceability of Civil Liabilities under U.S. Federal Securities Laws” in the prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully

/s/ Conyers Dill & Pearman

CONYERS DILL & PEARMAN

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT dated as of October 23, 2007 (the "Effective Date"), by and between Maiden Holdings, Ltd., 7 Reid Street, Hamilton HM 11, Bermuda, a Bermuda company (the "Company") and Joseph T. Gaito, an individual residing at 27 Glen Spring Drive, Trumbull CT, 06611 U.S.A. ("Executive").

WITNESSETH

WHEREAS, The Company and Executive desire to enter into this Employment Agreement (the "Agreement") in order to set forth the terms and conditions of Executive's employment, intending to supersede any prior employment agreement, written or oral, whether with the Company or other affiliates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Duties and Responsibilities. The duties and responsibilities of Executive shall be those of a senior executive of the Company, as the same shall be assigned to him, from time to time, by the Board of Directors of the Company. Executive recognizes that, during the period of his employment hereunder, he owes an undivided duty of loyalty to the Company and agrees to devote all of his business time and attention to the performance of his duties and responsibilities and to use his best efforts to promote and develop the business of the Company. Subject to the approval of the Board of Directors, which shall not be unreasonably withheld, Executive shall be entitled to serve on corporate, civic, and/or charitable boards or committees and to otherwise reasonably participate as a member in community, civic, or similar organizations and the pursuit of personal investments which do not present any material conflicts of interest with the Company. Executive's principal place of work shall be Hamilton, Bermuda, or as otherwise designated by the president of the Company. Executive shall also be required to travel as reasonably necessary to carry out his duties. This Agreement can be assigned by the Company to an affiliate of the Company. Executive agrees to execute another Employment Agreement with such affiliate, substantially equivalent to this Agreement, upon such assignment.

It is the intention of the Company that Executive shall be appointed Senior Vice President and Chief Underwriting Officer of Maiden Insurance Company, Ltd. ("Maiden Insurance") to serve in such position at the pleasure of the Board of Directors, reporting on a day-to-day basis directly to the president of Maiden Insurance.

2. Employment Period. For a period commencing on the Effective Date hereof and ending three years from the Effective Date (the "Employment Period"), the Company hereby employs Executive in the capacities herein set forth. Executive agrees, pursuant to the terms hereof, to serve in such capacities for the Employment Period. This Agreement shall renew for successive three year periods unless one of the parties provides written notice of not less than ninety days prior to the end of the Employment Period or any successive Employment Period that the party will not renew the Agreement.

3. Compensation and Benefits.

(a) Salary. The Company shall pay or cause an affiliate to pay Executive a salary at the rate of Three Hundred Thousand Dollars ($300,000) per annum ("Salary"), payable in accordance with the Company' normal payroll process. Executive shall be entitled to a salary review annually at the end of each calendar year. Such salary review shall be based entirely on merit and any salary adjustments shall be determined by the Board of Directors of the Company solely at its discretion.

(b) Profit Bonus. Executive shall be eligible to receive an annual bonus, which shall be determined by the Company's Board of Directors in its sole discretion. At a minimum, such bonus shall be equal to twenty percent (20%) of Executive's Salary, provided that the business produced by Executive is profitable.

(c) Stock Options. Executive shall be granted options to purchase 150,000 shares of the Company's common shares under the Company's 2007 Equity Incentive Plan (the "Plan"), subject to the terms and conditions of the Plan and respective award agreement. Such share options will be incentive share options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, to the extent permitted by law. Twenty-five percent of the options will become exercisable on the first anniversary of the date that the options are granted, with an additional 6.25% of the options vesting each quarter thereafter based on Executive's continued employment, and will expire ten years after the date of grant.

(d) Executive may also receive other bonus payments determined at the sole discretion of the Board of Directors ("Discretionary Bonus").

(e) Executive shall also be entitled to the following benefits:

(i) five weeks (5) weeks of paid vacation for each twelve (12) months of the Employment, or such greater period as may be approved from time to time by Board of Directors. Unused vacation time shall not be carried over to any subsequent calendar year;

(ii) paid holidays and any and all other work-related leave (whether sick leave or otherwise) as provided to the Company' other executive employees; and

(iii) participation in such employee benefit plans to which executive employees of the Company, their dependents and beneficiaries generally are entitled during the Employment Period and, including, without limitation, health insurance, disability and life insurance, retirement plans and other present or successor plans and practices of Company for which executive employees, their dependents and beneficiaries are eligible.

4. Reimbursement of Expenses.

(a) The Company recognizes that Executive, in performing Executive's functions, duties and responsibilities under this Agreement, may be required to spend sums of money in connection with those functions, duties and responsibilities for the benefit of the Company and, accordingly, shall reimburse Executive for travel and other out-of-pocket expenses reasonably and necessarily incurred in the performance of his functions, duties and responsibilities hereunder upon submission of written statements and/or bills in accordance with the regular procedures of the Company in effect from time to time.

(b) Following the end of each calendar year the Company shall retain a US tax consultant to determine whether Executive will have any out of pocket US tax expenses due to housing or travel benefits, which the Company provided for Executive during the previous calendar year to facilitate Executive's performance of his duties hereunder. The Company will reimburse Executive for all such out of pocket expenses.

5. Disability. In the event that Executive shall be unable to perform because of illness or incapacity, physical or mental, all the functions, duties and responsibilities to be performed by him hereunder for a consecutive period of two (2) months or for a total period of three (3) months during any consecutive twelve (12) month period, the Company may terminate this Agreement effective on or after the expiration of such period (the "Disability Period") upon five (5) business days' written notice to Executive specifying the termination date (the "Disability Termination Date"). Executive shall be entitled to receive his Salary and any unreimbursed expenses to the Disability Termination Date and for a period of the three months thereafter. Disability under this paragraph, shall be determined by a physician who shall be selected by the Company and approved by Executive. Such approval shall not be unreasonably withheld or delayed, and a physician shall be deemed to be approved unless he or she is disapproved in writing by Executive within ten (10) days after his or her name is submitted. The Company may obtain disability income insurance for the benefit of Executive in such amounts as the Company may determine.

6. Death. In the event of the death of Executive during the Employment Period, this Agreement and the employment of Executive hereunder shall terminate on the date of death of Executive. Executive's heirs or legal representatives shall be entitled to receive his Salary earned to the date of his death and for a period of three months thereafter and any unreimbursed expenses.

7. Termination.

The Company may discharge Executive for Cause at any time. Cause for discharge shall include (i) a material breach of this Agreement by Executive, but only if such breach is not cured within thirty (30) days following written notice by the Company to Executive of such breach, assuming such breach may be cured; (ii) Executive is convicted of any act or course of conduct involving moral turpitude; or (iii) Executive engages in any willful act or willful course of conduct constituting an abuse of office or authority which significantly adversely affects the business or reputation of the Company. No act, failure to act or course of conduct on Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in the best interest of the Company. Any written notice by the Company to Executive pursuant to this paragraph 7 shall set forth, in reasonable detail, the facts and circumstances claimed to constitute the Cause. If Executive is discharged for Cause, the Company, without any limitations on any remedies it may have at law or equity, shall have no liability for salary or any other compensation and benefits to Executive after the date of such discharge.

8. Non-Disclosure of Confidential Information."Confidential Information" means all information known by Executive about the Company' business plans, present or prospective customers, vendors, products, processes, services or activities, including the costing and pricing of such services or activities, employees, agents and representatives. Confidential Information does not include information generally known, other than through breach of a confidentiality agreement with any of the Company', in the industry in which the Company engages or may engage. Executive will not, while this Agreement is in effect or after its termination, directly or indirectly, use or disclose any Confidential Information, except in the performance of Executive's duties for the Company, or to other persons as directed by the Board of Directors. Executive will use reasonable efforts to prevent unauthorized use or disclosure of Confidential Information. Upon termination of employment with the Company, Executive will deliver to the Company all writings relating to or containing Confidential Information, including, without limitation, notes, memoranda, letters, electronic data, drawings, diagrams, and printouts, as well as any tapes, discs, flash drives or other forms of recorded information. If Executive violates any provision of this Section while this Agreement is in effect or after termination, the Company specifically reserve the right, in appropriate circumstances, to seek full indemnification from Executive should the Company suffer any monetary damages or incur any legal liability to any person as a result of the disclosure or use of Confidential Information by Executive in violation of this Section.

9. Restrictive Covenant.

(a) Prohibited Activities. Executive agrees that he shall not (unless he has received the prior written consent of the Company), during the period beginning on the date of termination of employment and during the term of this Agreement and ending two (2) years thereafter (the "Restriction Period"), directly or indirectly, for any reason, for his own account or on behalf of or together with any other person or firm:

(i) hire or solicit for employment or call, directly or indirectly, through any person or firm, on any person who is at that time (or at any time during the one year prior thereto) employed by or representing the Company with the purpose or intent of attracting that person from the employ of the Company;

(ii) call on, solicit or perform services for, directly or indirectly through any person or firm, any person or firm that at that time is, or at any time within one year prior to that time was, a customer of the Company or any prospective customer that had or, to the knowledge of Executive, was about to receive a business proposal from the Company, for the purpose of soliciting or selling any product or service in competition with the Company; or

(iii) call, directly or indirectly through any person or firm, on any entity which has been called on by the Company in connection with a possible acquisition by the Company with the knowledge of that entity's status as such an acquisition candidate, for the purpose of acquiring that entity or arranging the acquisition of that entity by any person or firm other than the Company.

(b) Damages. Because of (i) the difficulty of measuring economic losses to the Company as a result of any breach by Executive of the covenants in Sections 9(a), and (ii) the immediate and irreparable damage which could be caused to the Company for which they would have no other adequate remedy, Executive agrees that the Company may enforce the provisions of Paragraph 9(a) by injunction and restraining order against Executive if he breaches any of said provisions, without necessity of providing a bond or other security.

(c) Reasonable Restraint. The parties hereto agree that Sections 9(a) and 9(b) impose a reasonable restraint on Executive in light of the activities and business of the Company on the date hereof and the current business plans of the Company.

10. Ownership of Inventions. Executive shall promptly disclose in writing to the Board of Directors all inventions, discoveries, and improvements conceived, devised, created, or developed by Executive in connection with his employment (collectively, "Invention"), and Executive shall transfer and assign to the Company all right, title and interest in and to any such Invention, including any and all domestic and foreign patent rights, domestic and foreign copyright rights therein, and any renewal thereof. Such disclosure is to be made promptly after the conception of each Invention, and each Invention is to become and remain the property of the Company, whether or not patent or copyright applications are filed thereon by the Company. Upon request of the Company, Executive shall execute from time to time during or after the termination of employment such further instruments including, without limitation, applications for patents and copyrights and assignments thereof as may be deemed necessary or desirable by the Company to effectuate the provisions of this Section.

11. Construction. If the provisions of paragraph 9 should be deemed unenforceable, invalid, or overbroad in whole or in part for any reason, then any court of competent jurisdiction designated in accordance with paragraph 13 is hereby authorized, requested, and instructed to reform such paragraph to provide for the maximum competitive restraint upon Executive's activities (in time, product, geographic area and customer or employee solicitation) which shall then be legal and valid.

12. Damages and Jurisdiction. Executive agrees that violation of or threatened violation of any of paragraphs 8, 9 or 10 would cause irreparable injury to the Company for which any remedy at law would be inadequate, and the Company shall be entitled in any court of law or equity of competent jurisdiction to preliminary, permanent and other injunctive relief against any breach or threatened breach of the provisions contained in any of said paragraphs 8, 9 or 10 hereof, and such compensatory damages as shall be awarded. Further, in the event of a violation of the provisions of paragraph 9, the Restriction Period referred to therein shall be extended for a period of time equal to the period that any violation occurred.

13. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of New York, without giving effect to the principles of conflict of laws thereof. The Company and Executive hereby each consents to the exclusive jurisdiction of the state and federal courts sitting in New York county, New York, with respect to any dispute arising under the terms of this Agreement and further consents that any process or notice of motion therewith may be served by certified or registered mail or personal service, within or without Bermuda, provided a reasonable time for appearance is allowed. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury with respect to any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. The parties further agree that any judgment, order or injunction granted by any court within Bermuda shall be enforceable in any jurisdiction in which the Company or its affiliates do business.

14. Indemnification. To the fullest extent permitted by, and subject to, the Company' Certificates of Incorporation and By-laws, the Company shall indemnify and hold harmless Executive against any losses, damages or expenses (including reasonable attorney's fees) incurred by him or on his behalf in connection with any threatened or pending action, suit or proceeding in which he is or becomes a party by virtue of his employment by the Company or any affiliates or by reason of his having served as an officer or director of the Company or any other corporation at the express request of the Company, or by reason of any action alleged to have been taken or omitted in such capacity.

15. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that determination will not affect the enforceability of any other provision of this Agreement, and the remaining provisions of this Agreement will be valid and enforceable according to their terms.

16. Withholding. Any payments provided for herein shall be reduced by any amounts required to be withheld by the Company from time to time under any applicable employment or income tax laws or similar statutes or other provisions of law then in effect.

17. Successors to Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of Executive and the Company and any successor or assign of the Company, including, without limitation, any corporation acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed embraced within the term "Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company. The services to be provided by Executive hereunder may not be delegated nor may Executive assign any of his rights hereunder.

18. No Restrictions. Executive represents and warrants that as of the Effective Datet Executive is not subject to any contractual obligations or other restrictions, including, but not limited to, any covenant not to compete, that could interfere in any way with his employment hereunder.

19. Miscellaneous.

(a) This Agreement will be binding and inure to the benefit of Executive and Executive's personal representatives, and the Company, their successors and assigns.

(b) If Executive should die while any amount would still be payable to him under this Agreement if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's estate or legal representative.

(c) The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any provision or succeeding breach of such provision or any other provision.

(d) All notices under this Agreement shall be given by registered or certified mail, return receipt requested, directed to parties at the following addresses or to such other addresses as the parties may designate in writing:

If to the Company:

Maiden Holdings, Ltd.
7 Reid Street
Hamilton HM 11 Bermuda
Attention: General Counsel

If to Executive

Joseph T. Gaito
27 Glen Spring Drive
Trumbull CT, 06611 U.S.A.

(e) In furtherance and not in limitation of the foregoing, this Agreement supersedes any employment agreement between the Company and Executive, written or oral, and any such agreement hereby is terminated and is no longer binding on either party.

20. Key Man Insurance Authorization. At any time during the term of this Agreement, the Company will have the right (but not the obligation) to insure the life of Executive for the sole benefit of the Company and to determine the amount of insurance and type of policy. The Company will be required to pay all premiums due on such policies. Executive will cooperate with the Company in taking out the insurance by submitting to physical examination, by supplying all information required by the insurance company, and by executing all necessary documents. Executive, however, will incur no financial obligation by executing any required document, and will have no interest in any such policy.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed to be duplicate originals.

MAIDEN HOLDINGS, LTD.

By: /s/ Bentzion S. Turin

Bentzion S. Turin/COO

/s/ Joseph T. Gaito

Joseph T. Gaito

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT dated as of October 23, 2007 (the "Effective Date"), by and between Maiden Holdings, Ltd., 7 Reid Street, Hamilton HM 11, Bermuda, a Bermuda company (the "Company") and James A. Bolz, an individual residing at 24 Far Horizons Drive, Bethel CT. 06801 U.S.A. ("Executive").

WITNESSETH

WHEREAS, The Company and Executive desire to enter into this Employment Agreement (the "Agreement") in order to set forth the terms and conditions of Executive's employment, intending to supersede any prior employment agreement, written or oral, whether with the Company or other affiliates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Duties and Responsibilities. The duties and responsibilities of Executive shall be those of a senior executive of the Company, as the same shall be assigned to him, from time to time, by the Chief Underwriting Officer of the Company. Executive recognizes that, during the period of his employment hereunder, he owes an undivided duty of loyalty to the Company and agrees to devote all of his business time and attention to the performance of his duties and responsibilities and to use his best efforts to promote and develop the business of the Company. Subject to the approval of the Chief Executive Officer, which shall not be unreasonably withheld, Executive shall be entitled to serve on corporate, civic, and/or charitable boards or committees and to otherwise reasonably participate as a member in community, civic, or similar organizations and the pursuit of personal investments which do not present any material conflicts of interest with the Company. Executive's principal place of work shall be Hamilton, Bermuda, or as otherwise designated by the president of the Company. Executive shall also be required to travel as reasonably necessary to carry out his duties. This Agreement can be assigned by the Company to an affiliate of the Company. Executive agrees to execute another Employment Agreement with such affiliate, substantially equivalent to this Agreement, upon such assignment.

It is the intention of the Company that Executive shall be appointed Senior Vice President - Underwriting of Maiden Insurance Company, Ltd. ("Maiden Insurance") to serve in such position at the pleasure of the Board of Directors, reporting on a day-to-day basis directly to the Chief Underwriting Officer of Maiden Insurance.

2. Employment Period. For a period commencing on the Effective Date hereof and ending two years from the Effective Date (the "Employment Period"), the Company hereby employs Executive in the capacities herein set forth. Executive agrees, pursuant to the terms hereof, to serve in such capacities for the Employment Period. This Agreement shall renew for successive two year periods unless one of the parties provides written notice of not less than ninety days prior to the end of the Employment Period or any successive Employment Period that the party will not renew the Agreement.

3. Compensation and Benefits.

(a) Salary. The Company shall pay or cause an affiliate to pay Executive a salary at the rate of Two Hundred Fifty Thousand Dollars ($250,000) per annum ("Salary"), payable in accordance with the Company' normal payroll process. Executive shall be entitled to a salary review annually at the end of each calendar year. Such salary review shall be based entirely on merit and any salary adjustments shall be determined by the Chief Executive Officer of the Company solely at his discretion.

(b) Profit Bonus. Executive shall be eligible to receive an annual bonus, which shall be determined by the Company's Board of Directors in its sole discretion. At a minimum, such bonus shall be equal to twenty percent (20%) of Executive's Salary, provided that the business produced by Executive is profitable.

(c) Stock Options. Executive shall be granted options to purchase 50,000 shares of the Company's common shares under the Company's 2007 Equity Incentive Plan (the "Plan"), subject to the terms and conditions of the Plan and respective award agreement. Such share options will be incentive share options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, to the extent permitted by law. Twenty-five percent of the options will become exercisable on the first anniversary of the date that the options are granted, with an additional 6.25% of the options vesting each quarter thereafter based on Executive's continued employment, and will expire ten years after the date of grant.

(d) Executive may also receive other bonus payments determined at the sole discretion of the Board of Directors ("Discretionary Bonus").

(e) Executive shall also be entitled to the following benefits:

(i) five weeks (5) weeks of paid vacation for each twelve (12) months of the Employment, or such greater period as may be approved from time to time by Board of Directors. Unused vacation time shall not be carried over to any subsequent calendar year;

(ii) paid holidays and any and all other work-related leave (whether sick leave or otherwise) as provided to the Company' other executive employees; and

(iii) participation in such employee benefit plans to which executive employees of the Company, their dependents and beneficiaries generally are entitled during the Employment Period and, including, without limitation, health insurance, disability and life insurance, retirement plans and other present or successor plans and practices of Company for which executive employees, their dependents and beneficiaries are eligible.

4. Reimbursement of Expenses.

(a) The Company recognizes that Executive, in performing Executive's functions, duties and responsibilities under this Agreement, may be required to spend sums of money in connection with those functions, duties and responsibilities for the benefit of the Company and, accordingly, shall reimburse Executive for travel and other out-of-pocket expenses reasonably and necessarily incurred in the performance of his functions, duties and responsibilities hereunder upon submission of written statements and/or bills in accordance with the regular procedures of the Company in effect from time to time.

(b) Following the end of each calendar year the Company shall retain a US tax consultant to determine whether Executive will have any out of pocket US tax expenses due to housing or travel benefits, which the Company provided for Executive during the previous calendar year to facilitate Executive's performance of his duties hereunder. The Company will reimburse Executive for all such out of pocket expenses.

5. Disability. In the event that Executive shall be unable to perform because of illness or incapacity, physical or mental, all the functions, duties and responsibilities to be performed by him hereunder for a consecutive period of two (2) months or for a total period of three (3) months during any consecutive twelve (12) month period, the Company may terminate this Agreement effective on or after the expiration of such period (the "Disability Period") upon five (5) business days' written notice to Executive specifying the termination date (the "Disability Termination Date"). Executive shall be entitled to receive his Salary and any unreimbursed expenses to the Disability Termination Date and for a period of the three months thereafter. Disability under this paragraph, shall be determined by a physician who shall be selected by the Company and approved by Executive. Such approval shall not be unreasonably withheld or delayed, and a physician shall be deemed to be approved unless he or she is disapproved in writing by Executive within ten (10) days after his or her name is submitted. The Company may obtain disability income insurance for the benefit of Executive in such amounts as the Company may determine.

6. Death. In the event of the death of Executive during the Employment Period, this Agreement and the employment of Executive hereunder shall terminate on the date of death of Executive. Executive's heirs or legal representatives shall be entitled to receive his Salary earned to the date of his death and for a period of three months thereafter and any unreimbursed expenses.

7. Termination.

The Company may discharge Executive for Cause at any time. Cause for discharge shall include (i) a material breach of this Agreement by Executive, but only if such breach is not cured within thirty (30) days following written notice by the Company to Executive of such breach, assuming such breach may be cured; (ii) Executive is convicted of any act or course of conduct involving moral turpitude; or (iii) Executive engages in any willful act or willful course of conduct constituting an abuse of office or authority which significantly adversely affects the business or reputation of the Company. No act, failure to act or course of conduct on Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in the best interest of the Company. Any written notice by the Company to Executive pursuant to this paragraph 7 shall set forth, in reasonable detail, the facts and circumstances claimed to constitute the Cause. If Executive is discharged for Cause, the Company, without any limitations on any remedies it may have at law or equity, shall have no liability for salary or any other compensation and benefits to Executive after the date of such discharge.

8. Non-Disclosure of Confidential Information."Confidential Information" means all information known by Executive about the Company' business plans, present or prospective customers, vendors, products, processes, services or activities, including the costing and pricing of such services or activities, employees, agents and representatives. Confidential Information does not include information generally known, other than through breach of a confidentiality agreement with any of the Company', in the industry in which the Company engages or may engage. Executive will not, while this Agreement is in effect or after its termination, directly or indirectly, use or disclose any Confidential Information, except in the performance of Executive's duties for the Company, or to other persons as directed by the Board of Directors. Executive will use reasonable efforts to prevent unauthorized use or disclosure of Confidential Information. Upon termination of employment with the Company, Executive will deliver to the Company all writings relating to or containing Confidential Information, including, without limitation, notes, memoranda, letters, electronic data, drawings, diagrams, and printouts, as well as any tapes, discs, flash drives or other forms of recorded information. If Executive violates any provision of this Section while this Agreement is in effect or after termination, the Company specifically reserve the right, in appropriate circumstances, to seek full indemnification from Executive should the Company suffer any monetary damages or incur any legal liability to any person as a result of the disclosure or use of Confidential Information by Executive in violation of this Section.

9. Restrictive Covenant.

(a) Prohibited Activities. Executive agrees that he shall not (unless he has received the prior written consent of the Company), during the period beginning on the date of termination of employment and during the term of this Agreement and ending two (2) years thereafter (the "Restriction Period"), directly or indirectly, for any reason, for his own account or on behalf of or together with any other person or firm:

(i) hire or solicit for employment or call, directly or indirectly, through any person or firm, on any person who is at that time (or at any time during the one year prior thereto) employed by or representing the Company with the purpose or intent of attracting that person from the employ of the Company;

(ii) call on, solicit or perform services for, directly or indirectly through any person or firm, any person or firm that at that time is, or at any time within one year prior to that time was, a customer of the Company or any prospective customer that had or, to the knowledge of Executive, was about to receive a business proposal from the Company, for the purpose of soliciting or selling any product or service in competition with the Company; or

(iii) call, directly or indirectly through any person or firm, on any entity which has been called on by the Company in connection with a possible acquisition by the Company with the knowledge of that entity's status as such an acquisition candidate, for the purpose of acquiring that entity or arranging the acquisition of that entity by any person or firm other than the Company.

(b) Damages. Because of (i) the difficulty of measuring economic losses to the Company as a result of any breach by Executive of the covenants in Sections 9(a), and (ii) the immediate and irreparable damage which could be caused to the Company for which they would have no other adequate remedy, Executive agrees that the Company may enforce the provisions of Paragraph 9(a) by injunction and restraining order against Executive if he breaches any of said provisions, without necessity of providing a bond or other security.

(c) Reasonable Restraint. The parties hereto agree that Sections 9(a) and 9(b) impose a reasonable restraint on Executive in light of the activities and business of the Company on the date hereof and the current business plans of the Company.

10. Ownership of Inventions. Executive shall promptly disclose in writing to the Board of Directors all inventions, discoveries, and improvements conceived, devised, created, or developed by Executive in connection with his employment (collectively, "Invention"), and Executive shall transfer and assign to the Company all right, title and interest in and to any such Invention, including any and all domestic and foreign patent rights, domestic and foreign copyright rights therein, and any renewal thereof. Such disclosure is to be made promptly after the conception of each Invention, and each Invention is to become and remain the property of the Company, whether or not patent or copyright applications are filed thereon by the Company. Upon request of the Company, Executive shall execute from time to time during or after the termination of employment such further instruments including, without limitation, applications for patents and copyrights and assignments thereof as may be deemed necessary or desirable by the Company to effectuate the provisions of this Section.

11. Construction. If the provisions of paragraph 9 should be deemed unenforceable, invalid, or overbroad in whole or in part for any reason, then any court of competent jurisdiction designated in accordance with paragraph 13 is hereby authorized, requested, and instructed to reform such paragraph to provide for the maximum competitive restraint upon Executive's activities (in time, product, geographic area and customer or employee solicitation) which shall then be legal and valid.

12. Damages and Jurisdiction. Executive agrees that violation of or threatened violation of any of paragraphs 8, 9 or 10 would cause irreparable injury to the Company for which any remedy at law would be inadequate, and the Company shall be entitled in any court of law or equity of competent jurisdiction to preliminary, permanent and other injunctive relief against any breach or threatened breach of the provisions contained in any of said paragraphs 8, 9 or 10 hereof, and such compensatory damages as shall be awarded. Further, in the event of a violation of the provisions of paragraph 9, the Restriction Period referred to therein shall be extended for a period of time equal to the period that any violation occurred.

13. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of New York, without giving effect to the principles of conflict of laws thereof. The Company and Executive hereby each consents to the exclusive jurisdiction of the state and federal courts sitting in New York county, New York, with respect to any dispute arising under the terms of this Agreement and further consents that any process or notice of motion therewith may be served by certified or registered mail or personal service, within or without Bermuda, provided a reasonable time for appearance is allowed. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury with respect to any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. The parties further agree that any judgment, order or injunction granted by any court within Bermuda shall be enforceable in any jurisdiction in which the Company or its affiliates do business.

14. Indemnification. To the fullest extent permitted by, and subject to, the Company' Certificates of Incorporation and By-laws, the Company shall indemnify and hold harmless Executive against any losses, damages or expenses (including reasonable attorney's fees) incurred by him or on his behalf in connection with any threatened or pending action, suit or proceeding in which he is or becomes a party by virtue of his employment by the Company or any affiliates or by reason of his having served as an officer or director of the Company or any other corporation at the express request of the Company, or by reason of any action alleged to have been taken or omitted in such capacity.

15. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that determination will not affect the enforceability of any other provision of this Agreement, and the remaining provisions of this Agreement will be valid and enforceable according to their terms.

16. Withholding. Any payments provided for herein shall be reduced by any amounts required to be withheld by the Company from time to time under any applicable employment or income tax laws or similar statutes or other provisions of law then in effect.

17. Successors to Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of Executive and the Company and any successor or assign of the Company, including, without limitation, any corporation acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed embraced within the term "Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company. The services to be provided by Executive hereunder may not be delegated nor may Executive assign any of his rights hereunder.

18. No Restrictions. Executive represents and warrants that as of the Effective Datet Executive is not subject to any contractual obligations or other restrictions, including, but not limited to, any covenant not to compete, that could interfere in any way with his employment hereunder.

19. Miscellaneous.

(a) This Agreement will be binding and inure to the benefit of Executive and Executive's personal representatives, and the Company, their successors and assigns.

(b) If Executive should die while any amount would still be payable to him under this Agreement if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's estate or legal representative.

(c) The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any provision or succeeding breach of such provision or any other provision.

(d) All notices under this Agreement shall be given by registered or certified mail, return receipt requested, directed to parties at the following addresses or to such other addresses as the parties may designate in writing:

If to the Company:

Maiden Holdings, Ltd.
7 Reid Street
Hamilton HM 11 Bermuda
Attention: General Counsel

If to Executive

James A. Bolz
24 Far Horizons Drive
Bethel CT, 06801 U.S.A.

(e) In furtherance and not in limitation of the foregoing, this Agreement supersedes any employment agreement between the Company and Executive, written or oral, and any such agreement hereby is terminated and is no longer binding on either party.

20. Key Man Insurance Authorization. At any time during the term of this Agreement, the Company will have the right (but not the obligation) to insure the life of Executive for the sole benefit of the Company and to determine the amount of insurance and type of policy. The Company will be required to pay all premiums due on such policies. Executive will cooperate with the Company in taking out the insurance by submitting to physical examination, by supplying all information required by the insurance company, and by executing all necessary documents. Executive, however, will incur no financial obligation by executing any required document, and will have no interest in any such policy.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed to be duplicate originals.

MAIDEN HOLDINGS, LTD.

By: /s/ Bentzion S. Turin

Bentzion S. Turin/COO

/s/ James A. Bolz

James A. Bolz

EXHIBIT 10.13
EXECUTION COPY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT dated as of November 6, 2007 (the "Effective Date"), by and between Maiden Holdings, Ltd., 7 Reid Street, Hamilton HM 11, Bermuda, a Bermuda company (the "Company", or "Maiden Holdings") and Michael J. Tait, an individual residing at 3 Appleby Lane, Paget Bermuda PG 03 ("Executive").

WITNESSETH

WHEREAS, The Company and Executive desire to enter into this Employment Agreement (the "Agreement") in order to set forth the terms and conditions of Executive's employment, intending to supersede any prior employment agreement, written or oral, whether with the Company or other affiliates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Duties and Responsibilities. The duties and responsibilities of Executive shall be those of a senior executive of the Company, as the same shall be assigned to him, from time to time, by the Board of Directors of the Company. Executive recognizes that, during the period of his employment hereunder, he owes an undivided duty of loyalty to the Company and agrees to devote all of his business time and attention to the performance of his duties and responsibilities and to use his best efforts to promote and develop the business of the Company. Subject to the approval of the Board of Directors, which shall not be unreasonably withheld, Executive shall be entitled to serve on corporate, civic, and/or charitable boards or committees and to otherwise reasonably participate as a member in community, civic, or similar organizations and the pursuit of personal investments which do not present any material conflicts of interest with the Company. Executive's principal place of work shall be Hamilton, Bermuda. Executive shall also be required to travel as reasonably necessary to carry out his duties. This Agreement can be assigned by the Company to an affiliate of the Company. Executive agrees to execute another Employment Agreement with such affiliate, substantially equivalent to this Agreement, upon such assignment.

It is the intention of the Company that Executive shall be appointed Chief Financial Officer of Maiden Holdings to serve in such position at the pleasure of the Board of Directors, reporting on a day-to-day basis directly to the president of Maiden Holdings.

2. Employment Period. For a period commencing on the Effective Date hereof and ending two years from the Effective Date (the "Employment Period"), the Company hereby employs Executive in the capacities herein set forth. Executive agrees, pursuant to the terms hereof, to serve in such capacities for the Employment Period. This Agreement shall renew for successive two year periods unless one of the parties provides written notice of not less than ninety days prior to the end of the Employment Period or any successive Employment Period that the party will not renew the Agreement.

3. Compensation and Benefits.

(a) Salary. The Company shall pay or cause an affiliate to pay Executive a salary at the rate of Two Hundred Thousand Dollars ($200,000) per annum ("Salary"), payable in accordance with the Company' normal payroll process. Executive shall be entitled to a salary review annually at the end of each calendar year. Such salary review shall be based entirely on merit and any salary adjustments shall be determined by the Board of Directors of the Company solely at its discretion.

(b) Profit Bonus. Executive shall be eligible to receive an annual bonus, which shall be determined by the Company's Board of Directors in its sole discretion. At a minimum, such bonus shall be equal to twenty percent (20%) of Executive's Salary.

(c) Stock Options. Executive shall be granted options to purchase 50,000 shares of the Company's common shares under the Company's 2007 Equity Incentive Plan (the "Plan"), subject to the terms and conditions of the Plan and respective award agreement. Such share options will be incentive share options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, to the extent permitted by law. Twenty-five percent of the options will become exercisable on the first anniversary of the date that the options are granted, with an additional 6.25% of the options vesting each quarter thereafter based on Executive's continued employment, and will expire ten years after the date of grant.

(d) Executive may also receive other bonus payments determined at the sole discretion of the Company ("Discretionary Bonus").

(e) Executive shall also be entitled to the following benefits:

(i) five weeks (5) weeks of paid vacation for each twelve (12) months of the Employment, or such greater period as may be approved from time to time by Board of Directors. Unused vacation time shall not be carried over to any subsequent calendar year;

(ii) paid holidays and any and all other work-related leave (whether sick leave or otherwise) as provided to the Company' other executive employees; and

(iii) participation in such employee benefit plans to which executive employees of the Company, their dependents and beneficiaries generally are entitled during the Employment Period and, including, without limitation, health insurance, disability and life insurance, retirement plans and other present or successor plans and practices of Company for which executive employees, their dependents and beneficiaries are eligible.

4. Reimbursement of Expenses. The Company recognizes that Executive, in performing Executive's functions, duties and responsibilities under this Agreement, may be required to spend sums of money in connection with those functions, duties and responsibilities for the benefit of the Company and, accordingly, shall reimburse Executive for travel and other out-of-pocket expenses reasonably and necessarily incurred in the performance of his functions, duties and responsibilities hereunder upon submission of written statements and/or bills in accordance with the regular procedures of the Company in effect from time to time.

5. Disability. In the event that Executive shall be unable to perform because of illness or incapacity, physical or mental, all the functions, duties and responsibilities to be performed by him hereunder for a consecutive period of two (2) months or for a total period of three (3) months during any consecutive twelve (12) month period, the Company may terminate this Agreement effective on or after the expiration of such period (the "Disability Period") upon five (5) business days' written notice to Executive specifying the termination date (the "Disability Termination Date"). Executive shall be entitled to receive his Salary and any unreimbursed expenses to the Disability Termination Date and for a period of the three months thereafter. Disability under this paragraph, shall be determined by a physician who shall be selected by the Company and approved by Executive. Such approval shall not be unreasonably withheld or delayed, and a physician shall be deemed to be approved unless he or she is disapproved in writing by Executive within ten (10) days after his or her name is submitted. The Company may obtain disability income insurance for the benefit of Executive in such amounts as the Company may determine.

6. Death. In the event of the death of Executive during the Employment Period, this Agreement and the employment of Executive hereunder shall terminate on the date of death of Executive. Executive's heirs or legal representatives shall be entitled to receive his Salary earned to the date of his death and for a period of three months thereafter and any unreimbursed expenses.

7. Termination.

The Company may discharge Executive for Cause at any time. Cause for discharge shall include (i) a material breach of this Agreement by Executive, but only if such breach is not cured within thirty (30) days following written notice by the Company to Executive of such breach, assuming such breach may be cured; (ii) Executive is convicted of any act or course of conduct involving moral turpitude; or (iii) Executive engages in any willful act or willful course of conduct constituting an abuse of office or authority which significantly adversely affects the business or reputation of the Company. No act, failure to act or course of conduct on Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action, omission or course of conduct was in the best interest of the Company. Any written notice by the Company to Executive pursuant to this paragraph 7 shall set forth, in reasonable detail, the facts and circumstances claimed to constitute the Cause. If Executive is discharged for Cause, the Company, without any limitations on any remedies it may have at law or equity, shall have no liability for salary or any other compensation and benefits to Executive after the date of such discharge.

8. Non-Disclosure of Confidential Information."Confidential Information" means all information known by Executive about the Company' business plans, present or prospective customers, vendors, products, processes, services or activities, including the costing and pricing of such services or activities, employees, agents and representatives. Confidential Information does not include information generally known, other than through breach of a confidentiality agreement with any of the Company', in the industry in which the Company engages or may engage. Executive will not, while this Agreement is in effect or after its termination, directly or indirectly, use or disclose any Confidential Information, except in the performance of Executive's duties for the Company, or to other persons as directed by the Board of Directors. Executive will use reasonable efforts to prevent unauthorized use or disclosure of Confidential Information. Upon termination of employment with the Company, Executive will deliver to the Company all writings relating to or containing Confidential Information, including, without limitation, notes, memoranda, letters, electronic data, drawings, diagrams, and printouts, as well as any tapes, discs, flash drives or other forms of recorded information. If Executive violates any provision of this Section while this Agreement is in effect or after termination, the Company specifically reserve the right, in appropriate circumstances, to seek full indemnification from Executive should the Company suffer any monetary damages or incur any legal liability to any person as a result of the disclosure or use of Confidential Information by Executive in violation of this Section.

9. Restrictive Covenant.

(a) Prohibited Activities. Executive agrees that he shall not (unless he has received the prior written consent of the Company), during the period beginning on the date of termination of employment and during the term of this Agreement and ending two (2) years thereafter (the "Restriction Period"), directly or indirectly, for any reason, for his own account or on behalf of or together with any other person or firm:

(i) hire or solicit for employment or call, directly or indirectly, through any person or firm, on any person who is at that time (or at any time during the one year prior thereto) employed by or representing the Company with the purpose or intent of attracting that person from the employ of the Company;

(ii) call on, solicit or perform services for, directly or indirectly through any person or firm, any person or firm that at that time is, or at any time within one year prior to that time was, a customer of the Company or any prospective customer that had or, to the knowledge of Executive, was about to receive a business proposal from the Company, for the purpose of soliciting or selling any product or service in competition with the Company; or

(iii) call, directly or indirectly through any person or firm, on any entity which has been called on by the Company in connection with a possible acquisition by the Company with the knowledge of that entity's status as such an acquisition candidate, for the purpose of acquiring that entity or arranging the acquisition of that entity by any person or firm other than the Company.

(b) Damages. Because of (i) the difficulty of measuring economic losses to the Company as a result of any breach by Executive of the covenants in Sections 9(a), and (ii) the immediate and irreparable damage which could be caused to the Company for which they would have no other adequate remedy, Executive agrees that the Company may enforce the provisions of Paragraph 9(a) by injunction and restraining order against Executive if he breaches any of said provisions, without necessity of providing a bond or other security.

(c) Reasonable Restraint. The parties hereto agree that Sections 9(a) and 9(b) impose a reasonable restraint on Executive in light of the activities and business of the Company on the date hereof and the current business plans of the Company.

10. Ownership of Inventions. Executive shall promptly disclose in writing to the Board of Directors all inventions, discoveries, and improvements conceived, devised, created, or developed by Executive in connection with his employment (collectively, "Invention"), and Executive shall transfer and assign to the Company all right, title and interest in and to any such Invention, including any and all domestic and foreign patent rights, domestic and foreign copyright rights therein, and any renewal thereof. Such disclosure is to be made promptly after the conception of each Invention, and each Invention is to become and remain the property of the Company, whether or not patent or copyright applications are filed thereon by the Company. Upon request of the Company, Executive shall execute from time to time during or after the termination of employment such further instruments including, without limitation, applications for patents and copyrights and assignments thereof as may be deemed necessary or desirable by the Company to effectuate the provisions of this Section.

11. Construction. If the provisions of paragraph 9 should be deemed unenforceable, invalid, or overbroad in whole or in part for any reason, then any court of competent jurisdiction designated in accordance with paragraph 13 is hereby authorized, requested, and instructed to reform such paragraph to provide for the maximum competitive restraint upon Executive's activities (in time, product, geographic area and customer or employee solicitation) which shall then be legal and valid.

12. Damages and Jurisdiction. Executive agrees that violation of or threatened violation of any of paragraphs 8, 9 or 10 would cause irreparable injury to the Company for which any remedy at law would be inadequate, and the Company shall be entitled in any court of law or equity of competent jurisdiction to preliminary, permanent and other injunctive relief against any breach or threatened breach of the provisions contained in any of said paragraphs 8, 9 or 10 hereof, and such compensatory damages as shall be awarded. Further, in the event of a violation of the provisions of paragraph 9, the Restriction Period referred to therein shall be extended for a period of time equal to the period that any violation occurred.

13. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to the principles of conflict of laws thereof. The Company and Executive hereby each consents to the exclusive jurisdiction of the courts sitting in Bermuda, with respect to any dispute arising under the terms of this Agreement and further consents that any process or notice of motion therewith may be served by certified or registered mail or personal service, within or without Bermuda, provided a reasonable time for appearance is allowed. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury with respect to any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. The parties further agree that any judgment, order or injunction granted by any court within Bermuda shall be enforceable in any jurisdiction in which the Company or its affiliates do business.

14. Indemnification. To the fullest extent permitted by, and subject to, the Company' Certificates of Incorporation and By-laws, the Company shall indemnify and hold harmless Executive against any losses, damages or expenses (including reasonable attorney's fees) incurred by him or on his behalf in connection with any threatened or pending action, suit or proceeding in which he is or becomes a party by virtue of his employment by the Company or any affiliates or by reason of his having served as an officer or director of the Company or any other corporation at the express request of the Company, or by reason of any action alleged to have been taken or omitted in such capacity.

15. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that determination will not affect the enforceability of any other provision of this Agreement, and the remaining provisions of this Agreement will be valid and enforceable according to their terms.

16. Withholding. Any payments provided for herein shall be reduced by any amounts required to be withheld by the Company from time to time under any applicable employment or income tax laws or similar statutes or other provisions of law then in effect.

17. Successors to Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of Executive and the Company and any successor or assign of the Company, including, without limitation, any corporation acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed embraced within the term "Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company. The services to be provided by Executive hereunder may not be delegated nor may Executive assign any of his rights hereunder.

18. No Restrictions. Executive represents and warrants that as of the Effective Date Executive is not subject to any contractual obligations or other restrictions, including, but not limited to, any covenant not to compete, that could interfere in any way with his employment hereunder.

19. Miscellaneous.

(a) This Agreement will be binding and inure to the benefit of Executive and Executive's personal representatives, and the Company, their successors and assigns.

(b) If Executive should die while any amount would still be payable to him under this Agreement if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's estate or legal representative.

(c) The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any provision or succeeding breach of such provision or any other provision.

(d) All notices under this Agreement shall be given by registered or certified mail, return receipt requested, directed to parties at the following addresses or to such other addresses as the parties may designate in writing:

If to the Company:

Maiden Holdings, Ltd.
7 Reid Street
Hamilton HM 11 Bermuda
Attention: General Counsel

If to Executive

Michael J. Tait
PO Box HM 2675
Hamilton HMKX Bermuda

(e) In furtherance and not in limitation of the foregoing, this Agreement supersedes any employment agreement between the Company and Executive, written or oral, and any such agreement hereby is terminated and is no longer binding on either party.

20. Key Man Insurance Authorization. At any time during the term of this Agreement, the Company will have the right (but not the obligation) to insure the life of Executive for the sole benefit of the Company and to determine the amount of insurance and type of policy. The Company will be required to pay all premiums due on such policies. Executive will cooperate with the Company in taking out the insurance by submitting to physical examination, by supplying all information required by the insurance company, and by executing all necessary documents. Executive, however, will incur no financial obligation by executing any required document, and will have no interest in any such policy.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed to be duplicate originals.

MAIDEN HOLDINGS, LTD.

By: /s/ Bentzion S. Turin

Bentzion S. Turin

/s/ Michael J. Tait

Michael J. Tait

EXHIBIT 23.1

PricewaterhouseCoopers
Chartered Accountants
Dorchester House
7 Church Street
Hamilton HM 11
Bermuda
Telephone +1 (441) 295 2000
Facsimile +1 (441) 295 1242
www.pwc.com/bermuda

November 7, 2007

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Amendment No. 1 to Form S-1 of our report dated September 17, 2007 relating to the financial statements of Maiden Holdings, Ltd., which appears in such Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PricewaterhouseCoopers

Chartered Accountants

A list of partners can be obtained from the above address
PricewaterhouseCoopers refers to the members of the worldwide PricewaterhouseCoopers organisation

Exhibit 23.3

DEWEY & LEBOEUF

Dewey & LeBoeuf LLP
125 West 55th Street
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CONSENT OF COUNSEL

Dewey & LeBoeuf LLP (the "Firm") hereby consents to the use of our name under the heading "Material Tax Considerations," with respect to United States federal tax matters and United Kingdom corporation tax matters, in the prospectus forming a part of the Registration Statement on Form S-1 (Registration No. 333-146137) filed by Maiden Holdings, Ltd. and any amendments or supplements thereto (the "Registration Statement"), and to the references to the Firm in the Registration Statement. In giving this consent, the Firm does not admit that it is included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

DEWEY & LEBOEUF LLP

/s/ Dewey & LeBoeuf LLP

New York, New York
November 7, 2007

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November 7, 2007

BY EDGAR AND FEDERAL EXPRESS

Mr. Jeffrey P. Riedler
Assistant Director
Division of Corporate Finance
United States Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, DC 20549

Re: Maiden Holdings, Ltd.
Registration Statement on Form S-1, filed September 18, 2007
File No. 333-146137

Dear Mr. Riedler:

On behalf of Maiden Holdings, Ltd. (the "Company"), we have enclosed copies of Amendment No. 1 ("Amendment No. 1") to the above-referenced Registration Statement (the "Registration Statement"), as filed with the United States Securities and Exchange Commission (the "Commission") on the date hereof, marked to show composite changes from the Registration Statement filed with the Commission on September 18, 2007.

The changes reflected in Amendment No. 1 include those made by the Company in response to the comments of the staff of the Division of Corporation Finance of the Commission (the "Staff") set forth in your letter dated October 15, 2007 to Max G. Caviet, President and Chief Executive Officer of the Company, with respect to the Registration Statement. Amendment No. 1 also includes other changes that are intended to update, clarify and render more complete the information contained therein.

For your convenience, we set forth below each comment from your comment letter in bold typeface and include the Company's response below it. Capitalized terms used and not defined herein have the respective meanings assigned to them in Amendment No. 1. All references to page numbers and captions correspond to the page numbers and captions in Amendment No. 1, which includes the prospectus as revised. The Company has authorized us to make the responses contained in this letter.

In connection with our response, we are submitting the following materials:

1. Five revised, clean courtesy copies of Amendment No. 1; and

2. Five courtesy copies of Amendment No. 1, marked to show changes from the initial document filed on September 18, 2007.

Form S-1

General

1. Please provide us with proofs of all graphic, visual or photographic information you will provide in the printed prospectus prior to its use. Please note that we may have comments regarding this material.

The Company does not currently expect to include any graphic materials or artwork in its prospectus. The Company confirms that in the event it decides to include such graphic materials or artwork, the Company will provide proofs thereof to the Commission.

2. Please note that where we provide examples to illustrate what we mean by our comments, they are examples and not exhaustive lists. If our comments are applicable to portions of the filing that we have not cited as examples, make the appropriate changes in accordance with our comments.

The Company notes your comment and confirms that it has amended the Registration Statement in accordance with your comments as it sees appropriate in portions that you have not cited as examples.

Cover Page

3. We note your discussion regarding the fact that no public market currently exists for your common stock and further that you intend to apply to have your common stock approved for listing on the Nasdaq Global Market or the New York Stock Exchange. Please note that Item 501(b)(3) of Regulation S-K requires the inclusion of a market price. In that regard, please revise this section to state that the selling shareholders will sell at a price of $x.xx (or a range) per share until a market for your shares develops and thereafter at prevailing market prices or privately negotiated prices.

The Registration Statement has been amended to reflect the Staff’s comment. See the prospectus cover page of Amendment No. 1.

Certain Important Information, page i

4. It is not appropriate to disclaim responsibility for information included in your registration statement. Please delete the statement that you accept no further responsibility for the information relating to AmTrust.

The Company has deleted the statement that it accepts no further responsibility for the information relating to AmTrust.

Prospectus Summary, page 1

5. Given your heavy reliance on AmTrust, in a separate heading please briefly discuss AmTrust and its operations. Your disclosure should include how long AmTrust has been in business, where it primarily conducts its business and all the specific products and services it provides. Please also indicate if any products or services that AmTrust provides overlap with the products and services you currently provide or intend to provide pursuant to your business plan. Additionally, please disclose AmTrust's A.M. Best rating and how long it has maintained that rating.

The Registration Statement has been amended to reflect the Staff's comment. See page 2 of Amendment No. 1.

6. Quantify AmTrust's written premiums for last year and the premiums ceded to unaffiliated reinsurers.

The Registration Statement has been amended to reflect the Staff's comment. See page 1 of Amendment No. 1.

7. In the "Overview" section, you indicate that you plan to market to "Lloyd's syndicates." Please explain who Lloyd's syndicates refer to.

The Registration Statement has been amended to reflect the Staff's comment. See page 1 of Amendment No. 1.

8. We note your statement that AmTrust is your first and largest customer. Do you currently have any other customers? If not, please state that it is your only customer.

The Registration Statement has been amended to reflect the Staff's comment. See page 1 of Amendment No. 1.

9. Please revise the summary to clarify that pursuant to the quota share reinsurance agreement, you have accepted 40% of AmTrust's liabilities for 9% of the written premiums net of ceding commissions. Similarly, revise throughout your document.

Pursuant to the Company's quota share reinsurance agreement with AII, Maiden Insurance reinsures 40% of the written premium of AmTrust's current and hereafter acquired insurance companies. AII receives a ceding commission of 31% from the Company. The 31% is applied to the premiums ceded to Maiden Insurance (i.e., 31% of 40% of AmTrust's written premiums), not the premiums written. The Company has modified the disclosure on page 1 of Amendment No. 1 to clarify that the ceding commission is applied to the premiums ceded.

10. Please explain the basis for your belief that your relationship with AmTrust should enable you to achieve profitable growth in your first years of operations. This discussion should be quantified to the extent possible.

The Registration Statement has been amended to reflect the Staff's comment. See page 1 and page 55 of Amendment No. 1.

Business Strategy, page 2

11. We note your projection that a substantial amount of your reinsurance business will be derived from AmTrust while you gradually develop business opportunities. Please revise to disclose the percentage of your business that is currently derived from AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See page 2 of Amendment No. 1.

12. Please identify your management team's extensive market relationships. Similarly, describe the industry contacts and extensive relationships with program administrators referenced in "Competitive Strengths." These relationships and contacts should be described in greater detail in the Business section.

The Registration Statement has been amended to reflect the Staff's comment. See page 3 and page 58 of Amendment No. 1.

Competitive Strengths, page 2

13. You indicate in the first bullet point that AmTrust generated a weighted average net loss ratio of 64.7% for the three years ended December 31, 2006. Please explain what this ratio means.

The Registration Statement has been amended to reflect the Staff's comment. See page 3 of Amendment No. 1.

Our Challenges, page 3

14. Please revise the heading to reference "weaknesses" and "risks."

The Registration Statement has been amended to reflect the Staff's comment. See page 4 of Amendment No. 1.

Risk Factors, page 6

15. We note your statement in the introductory paragraph of the risk factor section providing, that "[a]dditional risks and uncertainties that we do not currently know about or that we currently deem immaterial may also adversely affect our business, financial condition and results of operations." Please eliminate this sentence as it implies that there are other risks that the investor should consider before investing in your company when the risk factor section should list all of the risks key to an investment decision.

The Registration Statement has been amended to reflect the Staff's comment. See page 7 of Amendment No. 1.

"We are dependent on AmTrust and its subsidiaries for a substantial . . . .," page 6

16. Please specify what percentage of your business is from AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See page 7 of Amendment No. 1.

17. Please revise to clarify that you are not able to control the types or amounts of reinsurance AmTrust purchases from unaffiliated reinsurers and that any changes AmTrust makes to such reinsurance may affect your profitability and ability to write additional business.

The Registration Statement has been amended to reflect the Staff's comment. See page 7 of Amendment No. 1.

18. Other than AmTrust, please indicate where you currently derive any revenue.

The Registration Statement has been amended to reflect the fact that the Company derives all of its revenue from AmTrust. See page 7 of Amendment No. 1.

19. You indicate that AmTrust has advised you that you may have "an opportunity to participate in the working layer of the January 1, 2008 scheduled renewal of AmTrust's workers' compensation excess of loss reinsurance program, subject to the negotiation of mutually acceptable terms." Please elaborate what you mean by "an opportunity to participate" and "working layer."

The Registration Statement has been amended to reflect the Staff's comment. See page 7 of Amendment No. 1.

20. Please identify the termination provisions. The cross reference to another portion of the document is not sufficient.

The Registration Statement has been amended to reflect the Staff's comment. See page 7 of Amendment No. 1.

21. Please relocate the risk and discussion relating to your substantial credit exposure to AmTrust as a separate risk factor.

The Registration Statement has been amended to reflect the Staff's comment. See page 9 of Amendment No. 1.

22. You disclose that you are not entitled to the same rights as a reinsurance company who has a direct contractual with AmTrust's insurance subsidiaries. Please provide a more specific discussion of the differences in rights due to your agreement with AmTrust, as opposed to AmTrust's insurance subsidiaries. Examples may be useful in illustrating the differences in rights. Additionally, include this discussion as a separate risk factor.

The Registration Statement has been amended to reflect the Staff's comment. See page 9 of Amendment No. 1.

"Our business relationship with AmTrust and its subsidiaries may present . . . ," page 6

23. Please revise your header to reflect that your business arrangement with AmTrust may not necessarily reflect terms that you would agree to in arms-length negotiations with an independent third party and further that your relationship could expose you to possible claims that you did not act in the best interests of your shareholders.

The Registration Statement has been amended to reflect the Staff's comment. See page 8 of Amendment No. 1.

24. Each risk factor should discuss only one material risk. In that regard, please remove the risks related to Messrs. Zyskind, Pipoly and Caviet serving as executive officers for both AmTrust and your company as a separate new risk factor. In your discussion, please also disclose the other members of your executive management team who are former executives of AmTrust.

As noted in the Registration Statement, Mr. Zyskind is the Chairman of the Board and not an executive officer of the Company. The Registration Statement has been amended to reflect the Staff's comment. See pages 8 through 9 of Amendment No. 1.

25. You indicate that your three of your executive officers also serve in executive capacities at AmTrust. Please indicate what percentage of their time is spent at AmTrust and Maiden, respectively. Additionally, please indicate if these executive officers are paid for their services by both companies.

The Registration Statement has been amended to reflect the Staff's comment. See page 8 of Amendment No. 1.

26. With respect to Messrs. Zyskind and Pipoly, your disclosure is unclear as to whether they will continue to serve in their capacities at your company after the transitional period is completed in contrast to Mr. Caviet, whom you have disclosed will not be serving at AmTrust after December 31, 2007. Please revise your disclose to indicate how long Messrs. Zyskind and Pipoly will continue to serve in their dual positions at your company and AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See pages 8 through 9 of Amendment No. 1.

27. You indicate that Mr. Caviet will continue to own options and equity in AmTrust. Please disclose the amount of beneficial ownership he has in AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See page 8 of Amendment No. 1.

"We are dependent on our key executives. We may not be able to attract . . . .," page 8

28. Please indicate whether you have any employment agreements with Messrs. Zyskind and Caviet, and briefly discuss any termination provisions as well as the expiration date of the employment agreements. Additionally, please indicate if you maintain or intend to seek key person life insurance policies for any key personnel.

The Registration Statement has been amended to reflect that the Company does not maintain key man life insurance coverage on the lives of its key personnel. As mentioned in the risk factor, Mr. Zyskind is not an employee of the Company and therefore he has no employment agreement with the Company, and Mr. Caviet has a transitional employment agreement.

"We may require additional capital in the future, which may not be . . . .," page 9

29. You indicate that you may need to raise additional funds to further capitalize your company. Please indicate the approximate timing of when you expect to need the additional funding and approximately how much you expect to need.

The Registration Statement has been amended to reflect the Staff's comment. See page 11 of Amendment No. 1.

30. Please also quantify the foreseeable time period for which you believe present funding will be sufficient.

The Registration Statement has been amended to reflect the Staff's comment. See page 11 of Amendment No. 1.

"We may not be able to manage our growth effectively," page 9

31. Please indicate the approximate time frame in which you plan to grow and in what areas you plan to grow. To the extent possible, please quantify your disclosure. If you cannot, please so indicate and the reasons you cannot.

The Company's current plan is to continue its relationship with AmTrust while seeking opportunities to reinsure other insurance companies operating in similar niches. The Company does not have a specific time frame for its expected growth. The Registration Statement has been amended to reflect the Staff's comment. See page 12 of Amendment No. 1.

"Our business could be adversely affected by Bermuda employment restrictions," page 9

32. Please quantify how many non-Bermudian employees you plan to hire and in what capacities such employees will serve at your company.

The Registration Statement has been amended to reflect the Staff's comment. See page 12 of Amendment No. 1.

"Our actual insured losses may be greater than our loss reserves, which . . . .," page 10

33. You indicate that you expect your success will depend upon your ability to assess accurately the risks associated with the businesses that you will reinsure. Since your business will rely heavily on the business of AmTrust, please revise to briefly describe AmTrust's level of reserves for the past three fiscal years, whether those reserves have been adequate and whether AmTrust has had to make any adjustments to those reserves because of deficiencies.

The Registration Statement has been amended to reflect the Staff's comment. See page 13 of Amendment No. 1.

"Our business will be dependent upon reinsurance brokers, managing . . . .," page 10

34. You indicate that you intend to market your reinsurance products primarily through brokers, managing general agents and other producers. Please explain what you mean by other producers. Please also indicate whether the brokers and agents will be the same brokers and agents used by AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See page 13 of Amendment No. 1.

35. To the extent that you anticipate having difficulties in recruiting or hiring qualified agents and brokers, please revise to discuss these difficulties.

The Company does not anticipate having difficulties in recruiting or hiring qualified managing general agents and brokers. As a reinsurance company, unlike a primary insurance carrier, the Company does not hire agents, but introduces itself to managing general agents and brokers, acquaints them with the types of business it is interested in writing and seeks submissions of suitable opportunities from them. The Company has met with a number of qualified agents and brokers as it enters the market and has been well received.

"A decline in the level of business activity of AmTrust's workers' . . . .," page 11

36. Since your results of operation are highly dependent on the level of business activity of AmTrust's workers' compensation insurance, to the extent AmTrust has experienced any declines in the last three years in underwriting such insurance policies, please revise your risk factor to discuss the declines and the circumstances surrounding the decline.

The Registration Statement has been amended to reflect the Staff's comment. See page 14 of Amendment No. 1.

"AmTrust's specialty risk and extended warranty business is dependent upon the sale. . .," page 12

37. What percentage of AmTrust's revenue is derived from the sale of these products?

The Registration Statement has been amended to reflect the Staff's comment. See page 16 of Amendment No. 1.

"The outcome of recent insurance industry investigations. . .," page 14

38. Please revise to explain how the McCarran-Ferguson Act impacts your current operations and the potential effect on your operations if it is repealed.

The Registration Statement has been amended to reflect the Staff's comment. See page 17 of Amendment No. 1.

"We will compete with a large number of companies in the reinsurance . . . .," page 14

39. Please identify your major competitors or if the market is characterized by a large number of participants, provide an estimate of the number of participants.

The Registration Statement has been amended to reflect the Staff's comment. See pages 17 through 18 of Amendment No. 1.

"Our holding company structure and certain regulatory and other . . . .," page 17

40. Under the test governing the amount of dividends that your insurance subsidiary may declare, if any, please disclose the amount that it may pay you given its current financial condition.

The Registration Statement has been amended to reflect the Staff's comment. See pages 20 through 21 of Amendment No. 1.

"A significant amount of our invested assets will be subject to changes . . .," page 18

41. You state in this risk factor that you intend to invest a portion of your portfolio in bonds, below investment grade securities and in equity securities. Please indicate the percentage you expect to invest in each.

The Registration Statement has been amended to reflect the Staff's comment. See page 22 of Amendment No. 1.

42. Please expand this risk factor to highlight that the company has yet to implement its investment strategy, and that unlike more established reinsurance companies with longer operating histories, you have no investment track record to which investors can refer.

The Company has implemented its investment strategy; however, due to market conditions, the Company has currently invested less than its long-term target allocation in equities and high-yield debt securities. See pages 22 through 23 of Amendment No. 1. The Registration Statement has been amended to reflect the Staff's comment with regard to the lack of an investment track record. See page 23 of Amendment No. 1.

"U.S. persons who own our shares may have more difficulty in protecting . . . .," page 22

43. This risk factor as currently drafted does not provide sufficient information without referencing to other sections of this prospectus. In that regard, please revise this risk factor to provide some examples of how differences in Bermuda and US laws could impact a shareholder in your company. For example, explain how the rights of a shareholder to enforce specific provisions of the Companies Act or your bye-laws may make it more difficult for a shareholder to protect his/her interest.

The Registration Statement has been amended to reflect the Staff's comment. See pages 26 through 27 of Amendment No. 1.

"U.S. tax-exempt organizations that own our shares may recognize unrelated business taxable income." page 26

44. Please revise to discuss the consequences of unrelated business taxable income. The cross reference is not sufficient.

The Registration Statement has been amended to reflect the Staff's comment. See page 32 of Amendment No. 1.

Dividend Policy, page 32

45. Please disclose the amount your subsidiary currently has available, if any, to pay dividends to you.

Unlike the case with a U.S. domiciled insurance company, there is no formula under Bermuda law that regulates the amount of dividends that Maiden Insurance may pay. The Company believes that attempting to specify the maximum amount of dividends that Maiden Insurance may pay would therefore not be meaningful to investors. The Registration Statement has been amended to reflect the Staff's comment. See page 38 of Amendment No. 1.

Capitalization, page 33

46. Please revise your capitalization table to reflect your capitalization as of the most recent balance sheet date presented in your financial statements. Any subsequent transactions significantly affecting your capital should be provided as a pro forma presentation.

The Registration Statement has been amended to reflect the Staff's comment. See page 39 of Amendment No. 1.

Management's Discussion and Analysis, page 34

Overview, page 34

47. You indicate that your insurance subsidiary is a "Class 3 insurer in Bermuda." Please explain what that means.

The Registration Statement has been amended to reflect the Staff's comment. See pages 40 and 74 of Amendment No. 1.

Critical Accounting Policies, page 37

Premiums, Page 37

48. Please revise your discussion to clarify and differentiate, if appropriate, your revenue recognition for reinsurance on a "policies attaching" basis and on a "losses occurring" basis. Please explain to us separately how your premium recognition complies with US GAAP by referencing for us the authoritative literature you rely upon to support your position. Please ensure that your revised disclosure results in premium recognition in proportion to the amount of insurance protection provided as required by paragraph 21 of SFAS 113. In your response, please clarify for us why you recognize premiums over a 24-month period when your underlying policies have a term of only 12 months.

Policies attaching reinsurance covers risks occurring over a 24 month period, i.e. if a reinsurance policy is written for calendar year 2007, the coverage runs until the end of calendar 2008, and hence the underlying earnings are recorded over that 24 month period. An example of this would be a property and casualty reinsurance contract for calendar year 2007; such a reinsurance policy covers losses in underlying insurance policies issued or renewed during calendar year 2007. As the underlying insurance policies have a 12 month period, an insurance policy issued in December 2007 and expiring in December 2008 would be covered by the reinsurance policy for 2007. Hence, the earnings are attributed to the full 24 month period.

Losses occurring reinsurance covers losses occurring on or after the reinsurance agreement's inception date, regardless of when the underlying policy was issued. Hence, the period covered by such an agreement is 12 months, and the premium is earned over a 12 month period.

The Company's earnings methodology is to earn such premium on a straight-line basis over the relevant period, and is compliant with paragraph 21 of SFAS 113. The Company believes that its disclosure on pages 43 through 44 clearly sets out its earnings methodology for both policies attaching and losses occurring contracts, and is in-line with standard practice for such contracts by other reinsurers.

Losses and Loss Adjustment Expense Reserves, page 37

49. We believe your disclosure may be improved to better explain your loss reserving process and the underlying judgments and uncertainties surrounding your estimate of loss reserves. Since your discussion on page 55 appears to indicate that you will be basing your loss reserves on a point estimate provided by AmTrust for the near term, please revise your disclosure to discuss the risks associated with making estimates and the expected effects of the uncertainty on your financial position and results of operations, including the following:

a. The nature and extent of the information received from AmTrust related to the loss estimate, including the significant factors considered;

b. The actuarial methods used by either you or AmTrust to determine your loss reserves. Please ensure that this description identifies the unique development characteristics of each material line of business and explains how and why you apply the selected actuarial methods in determining your reserves;

c. How you use the information received from AmTrust. If you record to the point estimate provided by AmTrust, explain why you do not believe an adjustment is necessary, given the difference in your operations (i.e. insurance versus reinsurance). If you adjust the estimate received from AmTrust, discuss all significant factors you consider in making the adjustments;

d. The time lag from when claims are reported to AmTrust to when it reports them to you and whether, how and to what extent this time lag effects your loss reserve estimate;

e. How you determine the accuracy and completeness of the information received;

f. Your actuary's role in estimating the loss reserve;

g. Dispute resolving processes with AmTrust and any other cedants;

h. Whether and to what extent you use historical industry loss information to validate the existing reserves and/or as a means of identifying unusual trends in the information received from AmTrust.

The Registration Statement has been amended to reflect the Staff's comment. See pages 44 through 46 of Amendment No. 1.

Liquidity and Capital Resources, page 39

Contractual Obligations, page 42

50. Please revise your contractual obligations table to reflect your future cash requirements as of the most recent balance sheet date presented in your financial statements. In addition, please separately disclose outside the table any material commitments entered into after your most recent balance sheet date.

The Registration Statement has been amended to reflect the Staff's comment. See page 50 of Amendment No. 1.

Workers' Compensation Insurance, page 43

51. Please revise to disclose your source of information for your claim that workers' compensation insurance industry calendar year combined ratios reached 122% in 2001 and declined to 92.6% in 2006 as a result of premium rate increases and decline in claim frequency.

The Registration Statement has been amended to reflect the Staff's comment. See page 51 of Amendment No. 1.

The Bermuda Insurance Market, page 44

52. Please revise your disclosure to identify the source of information for the following claims:

- **"Over the past 15 years, Bermuda has become one of the world's leading insurance and reinsurance markets."**
- **"Bermuda's position in the reinsurance and reinsurance market solidified after the events of September 11, 2001 and the 2005 hurricane season."**
- **"Approximately $25 billion of new capital was raised globally by insurance and reinsurance companies from Hurricane Katrina through July 31, 2006, with $18 billion, or 75%, invested in the insurance and reinsurance sector in Bermuda."**

The Registration Statement has been amended to reflect the Staff's comment. See page 52 of Amendment No. 1.

Business, page 46

53. Since your results of operations appear to be highly dependent on the results of operations of AmTrust, please briefly provide AmTrust's results of operations for the fiscal year ended December 31, 2006 and the quarter ended September 30, 2007. The discussion should include premiums written, premiums ceded to unaffiliated reinsurers, loss reserves and required adjustments.

AmTrust's results of operations for the fiscal year ended December 31, 2006 and for the quarters ended March 31, 2007 and June 30, 2007 are included in Amendment No. 1. See page 59 of Amendment No. 1. The Company has not included the results of operations for the quarter ended September 30, 2007 as they are not yet available.

Third-Party Specialty Risk and Extended Warranty Reinsurance, page 58

54. What type of risks does AmTrust currently cede to Munich Re. Also, disclose what percentage of its business AmTrust currently cedes to Munich Re.

The Registration Statement has been amended to reflect the Staff's comment. See page 68 of Amendment No. 1.

55. Additionally, please revise this section to also disclose the US dollar amount equivalent to the amounts you provide.

The Registration Statement has been amended to reflect the Staff's comment. See page 68 of Amendment No. 1.

Investments, page 60

56. On page 61, you disclose your investments existing at August 23, 2007. Please revise your disclosure to reconcile the amount of investments presented to those presented on your most recent historical balance sheet. In addition, please disclose whether there are any significant changes in your investments after August 23, 2007 and the reasons therefore.

The Registration Statement has been amended to reflect the Staff's comment. See pages 70 through 71 of Amendment No. 1.

57. You disclose that you invest in mortgage-backed securities. Please revise your disclosure to indicate your exposure to sub-prime mortgages.

The Registration Statement has been amended to reflect the Staff's comment. See page 70 of Amendment No. 1.

Employees and Administration, page 63

58. Please disclose the number of full time and part time employees you currently have at your company.

The Registration Statement has been amended to reflect the Staff's comment. See page 73 of Amendment No. 1.

Directors and Officers of Maiden Holdings, page 70

59. Please revise the business description for Mr. Simcha Lyons so that his description includes dates of employment for the last five years.

In response to the Staff's comment, the Company has revised the business description for Mr. Simcha Lyons to more clearly state his dates of employment for the last five years. Please see page 81 of Amendment No. 1.

Selling Shareholders, page 108

60. Since Barry Zyskind, Ray Neff, Ronald Pipoly, and Simcha Lyons are currently officers and directors, it appears they would be selling by or on behalf of the issuer and are therefore not eligible to sell their shares in an at the market offering.

The Registration Statement has been amended to reflect the Staff's comment. See pages 123 through 137 of Amendment No. 1.

61. For each non-public entity listed in the table, please disclose the name of the natural person who has voting and dispositive power over the shares held by that entity. We note you provide this information for many of the entities listed in your table, but note that there are still a few entities that do not have the requested information.

The Registration Statement has been amended to reflect the Staff's comment. See pages 123 through 137 of Amendment No. 1.

62. Selling shareholders who are broker-dealers are underwriters unless they received the shares as underwriting compensation. Please revise the footnotes to the selling shareholder table to identify any broker-dealers and state that they are underwriters or that they received the shares as underwriting compensation. Additionally, identify the selling shareholders that are underwriters in the "Plan of Distribution."

Friedman, Billings, Ramsey & Co., Inc. has informed the Company that none of the selling shareholders are broker-dealers.

63. If any of the selling shareholders are affiliates of broker-dealers, they should be identified as such and your disclosure should be revised, if true, to include the following representations:

- **the selling shareholder purchased in the ordinary course of business; and**

- **at the time of the purchase, the selling shareholder had no agreements or understanding to distribute the securities.**

In the event these representations are not accurate, then these affiliates should be identified as underwriters.

The Registration Statement has been amended to reflect the Staff's comment. See pages 123 through 137 of Amendment No. 1.

Website Access to our Periodic SEC Reports, page 125

64. We note the corporate website you provide of www.maiden.bm. However, we are unable to locate this website. Please confirm that this website address is correct or revise your disclosure accordingly.

The Company's website is www.maiden.bm. The website is currently under construction.

Financial Statements, page F-1

Notes to Financial Statements. page F-7

1. Basis of Presentation and summary of Accounting Principles, page F-7

Basis of Presentation, page F-7

65. Please disclose your fiscal year end.

The Registration Statement has been amended to reflect the Staff's comment. See page F-7 of Amendment No. 1.

* * *

Thank you for your consideration. If you have any further questions or comments, please contact me at (212) 424-8185.

Sincerely,

/s/ Matthew M. Ricciardi
Matthew M. Ricciardi

cc: Max G. Caviet
Maiden Holdings, Ltd.
7 Reid Street
Hamilton HM 11, Bermuda