

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

FORM 10-K

(Mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 0-1665

KINGSTONE COMPANIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

36-2476480
(I.R.S. Employer
Identification Number)

120 Wood Road
Kingston, NY 12401
(Address of principal executive offices)

(845) 802-7900
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	KINS	Nasdaq Capital Market

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of each class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1673 (04-20)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to the previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10-D1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of June 30, 2025, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$206,834,561 based on the closing sale price as reported on the Nasdaq Capital Market.

Note.—If a determination as to whether a particular person or entity is an affiliate cannot be made without involving unreasonable effort and expense, the aggregate market value of the common stock held by non-affiliates may be calculated on the basis of assumptions reasonable under the circumstances, provided that the assumptions are set forth in this Form.

APPLICABLE ONLY TO REGISTRANTS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

(APPLICABLE ONLY TO CORPORATE REGISTRANTS)

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date. As of March 10, 2026, there were 14,476,825 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE
None

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PART I

Forward-Looking Statements

This Annual Report on Form 10-K (the "Annual Report") contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The events described in forward-looking statements contained in this Annual Report may not occur. Generally, these statements relate to business plans or strategies, projected or anticipated results or other consequences of our plans or strategies, projected or anticipated results from acquisitions to be made by us, or projections involving anticipated revenues, earnings, costs or other aspects of our operating results. The words "may," "will," "expect," "believe," "anticipate," "project," "plan," "intend," "estimate," and "continue," and their opposites and similar expressions are intended to identify forward-looking statements. We caution you that these statements are not guarantees of future performance or events and are subject to a number of uncertainties, risks and other influences, many of which are beyond our control, which may influence the accuracy of the statements and the projections upon which the statements are based. Factors which may cause actual results and outcomes to differ materially from those contained in the forward-looking statements include, but are not limited to, the risks and uncertainties discussed in Part I Item 1A ("Risk Factors") of this Annual Report.

Any one or more of these uncertainties, risks and other influences could materially affect our results of operations and whether forward-looking statements made by us ultimately prove to be accurate. Our actual results, performance and achievements could differ materially from those expressed or implied in these forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether from new information, future events or otherwise except as required by law.

ITEM 1. BUSINESS

(a) Business Development

General

As used in this Annual Report, references to the “Company,” “we,” “us,” or “our” refer to Kingstone Companies, Inc. (the “Holding Company”) and its subsidiaries.

We offer property and casualty insurance products through our wholly-owned subsidiary, Kingstone Insurance Company (“KICO”). KICO is a New York domiciled carrier writing business through retail and wholesale agents and brokers. KICO is actively writing personal lines and commercial auto insurance in New York, and in 2024 was the 12th largest writer of homeowners insurance in New York. KICO is also licensed in the states of New Jersey, Rhode Island, Massachusetts, Connecticut, Pennsylvania, New Hampshire, and Maine. For the years ended December 31, 2025 and 2024, respectively, 98.0% and 96.0% of KICO’s direct written premiums came from the New York policies.

In addition, through our subsidiary, Cosi Agency, Inc. (“Cosi”), a multi-state licensed general agency, we access alternative distribution channels. See “Distribution” below for a discussion of our distribution channels. Cosi receives commission revenue from KICO for the policies it places with others and pays commissions to these agencies. Cosi retains the profit between the commission revenue received and the commission expense paid. Net Cosi revenue is deducted against commission expense and Cosi-related expenses are included in other operating expenses. Cosi-related operating expenses are not included in our stand-alone insurance underwriting business and, accordingly, its expenses are not included in the calculation of our combined ratio as described below.

Recent Developments

Developments During 2025

- *Sale of Building*

On February 5, 2025, one of our subsidiaries entered into a contract of sale with Ulster County, New York (the “County”) for the sale to the County of our headquarters building in Kingston, New York, along with an adjacent mixed-use property (collectively, the “Property”). The purchase price for the Property was \$3,600,000. The closing of the sale was on March 19, 2025.

- *Debt Prepayment*

In 2025, we made two additional prepayments on our 13.75% Senior Notes due June 30, 2026 (the “2024 Notes”). On January 31, 2025 we paid \$3,500,000 in principal, plus accrued interest and on February 24, 2025 we paid \$2,450,000 in principal, plus accrued interest. As a result of these additional prepayments, the 2024 Notes have been paid in full.

- *Catastrophe Reinsurance Coverage*

Effective July 1, 2025, KICO increased the top limit of its catastrophe reinsurance coverage from \$280,000,000 to \$440,000,000, which, equates to a 1-in-100 year storm event according to the primary industry catastrophe model that we follow.

- *AmGuard Renewal Rights Agreement*

On April 14, 2025, KICO entered into an agreement to offer a quote for a replacement policy to selected homeowners policyholders in Downstate New York as one of our competitors pivoted focus away from admitted personal lines business (the "Withdrawal Plan"). The Withdrawal Plan, which includes this transaction, has been approved by the New York Department of Financial Services. This competitor wrote approximately \$70 million in written premium. The Withdrawal Plan has enabled KICO to work with new distribution partners to further increase our footprint in Downstate New York by offering an alternative policy to selected homeowners policyholders with effective dates that started in late third quarter of 2025.

- *Stockholder Dividends*

On July 22, 2025, our Board of Directors approved a quarterly dividend of \$0.05 per share which was paid in cash on August 26, 2025 to stockholders of record as of the close of business on August 11, 2025. On October 30, 2025, our Board of Directors approved a quarterly dividend of \$0.05 per share which was paid in cash on November 26, 2025 to stockholders of record as of the close of business on November 11, 2025.

- *Withdrawal of Writing Business in New Jersey*

In 2025, KICO made the decision to withdraw from writing any business in the state of New Jersey. All policies previously written in the State of New Jersey were non-renewed during 2025.

Developments During 2026

- *New Markets; California*

In March 2026, we announced that we intend to expand into new markets starting with California on an excess and surplus lines basis in the second quarter of 2026.

Business

Property and Casualty Insurance

Overview

Property and casualty insurance companies provide policies in exchange for premiums paid by their customers (the "insureds"). An insurance policy is a contract between the insurance company and its insureds where the insurance company agrees to pay for losses that are covered under the contract. Such contracts are subject to legal interpretation by courts, sometimes involving legislative rulings and/or arbitration. Property insurance generally covers the financial consequences of accidental losses to the insured's property, such as a home and the personal property in it, or a business owner's building, inventory and equipment. Casualty insurance (also referred to as liability insurance) generally covers the financial consequences related to the legal liability of an individual or an organization resulting from negligent acts and omissions that cause bodily injury and/or property damage to a third party. Claims for property coverage generally are reported and settled in a relatively short period of time, whereas those for casualty coverage may take many years to settle.

We derive substantially all of our revenue from KICO, including revenues from earned premiums, ceding commissions from quota share reinsurance, net investment income generated from our investment portfolio, and net realized gains and losses on investment securities. We also collect a variety of policy fees including installment fees, reinstatement fees, and non-sufficient fund fees related to situations involving extended premium payment plans. Earned premiums represent premiums received from insureds, which are recognized as revenue over the period of time that coverage is provided (i.e., ratably over the life of the policy). All of our policies are 12 month policies; therefore, a significant period of time can elapse between the receipt of insurance premiums and the payment of insurance claims. During this time, KICO invests the premiums, earning investment income and generating net realized and unrealized gains and losses on associated investments. Our holding company earns investment income from its cash holdings.

Our expenses include the insurance underwriting expenses of KICO and other operating expenses. Insurance companies incur a significant amount of their total expenses from losses incurred by policyholders, which are referred to as claims. In settling these claims, various loss adjustment expenses ("LAE") are incurred such as insurance adjusters' fees and legal expenses. In addition, insurance companies incur policy acquisition costs. Policy acquisition costs include

commissions paid to producers, premium taxes, and other expenses related to the underwriting process, including employees' compensation and benefits.

Other operating expenses include our corporate expenses as a holding company. These corporate expenses include legal and auditing fees, executive employment costs, and other costs directly associated with being a public company.

The key measure of relative underwriting performance for an insurance company is the combined ratio. An insurance company's combined ratio is calculated by taking the ratio of incurred loss and LAE to earned premiums (the "loss and LAE ratio") and adding it to the ratio of policy acquisition and other underwriting expenses to earned premiums (the "expense ratio"). A combined ratio under 100% indicates that an insurance company is generating an underwriting profit prior to the impact of investment income. After considering investment income and investment gains or losses, insurance companies operating at a combined ratio of greater than 100% can also be profitable.

Business; Strategy

We are a multi-line regional property and casualty insurance company writing business exclusively through retail and wholesale agents and brokers ("producers") appointed by our wholly-owned subsidiary, KICO. We are licensed to write insurance policies in New York, New Jersey, Connecticut, Maine, Massachusetts, New Hampshire, Pennsylvania and Rhode Island. KICO is actively writing its property and casualty insurance products in New York. Additionally, our subsidiary, Cosi, a multi-state licensed general agency, receives commission revenue from KICO for the policies it places with others and pays commissions to these agencies. See "Competition; Market - 5-Year Growth Plan" below.

We seek to deliver an attractive return on capital and to provide consistent earnings growth through underwriting profits and income from our investment portfolio. Our goal is to allocate capital efficiently to those lines of business that generate sustainable underwriting profits and to avoid lines of business for which an underwriting profit is not likely. Our strategy is to be the preferred multi-line property and casualty insurance company for selected producers in the geographic markets in which we operate. We believe producers place profitable business with us because we provide excellent, consistent service to insureds and claimants. Producers also value our broad underwriting appetite coupled with competitive rate and commission structures.

Our principal objectives are to grow profitably while managing risk through prudent use of reinsurance in order to strengthen our capital base. We generate underwriting income through adequate pricing of insurance policies and by effectively managing our other underwriting and operating expenses. We are pursuing profitable growth through existing producers in existing markets, by developing new geographic markets and producer relationships, and by introducing niche products that are relevant to our producers and insureds. See "Competition; Market - 5-Year Growth Plan" below.

For the year ended December 31, 2025, our gross written premiums totaled \$277.8 million, an increase of 14.8% from the \$242.0 million in gross written premiums for the year ended December 31, 2024.

Product Lines

Our product lines include the following:

Personal lines - Our largest line of business is personal lines, consisting of homeowners, dwelling fire, cooperative/condominium, renters, and personal umbrella policies. Personal lines policies accounted for 94.7% of our gross written premiums for the year ended December 31, 2025.

Livery physical damage - We write for-hire vehicle physical damage only policies for livery and car service vehicles and taxicabs. These policies insure only the physical damage portion of insurance for such vehicles, with no liability coverage included. These policies accounted for 5.2% of our gross written premiums for the year ended December 31, 2025.

Other - We write canine legal liability policies and have a small participation in mandatory state joint underwriting associations. These policies accounted for 0.02% of our gross written premiums for the year ended December 31, 2025.

Our Competitive Strengths

Long History of Operations

KICO has been in operation in the State of New York since 1886. We have consistently sought to grow the amount of profitable business that we write by introducing new products, increasing volume written with our Select producers in existing markets, and developing new producer relationships and markets. The extensive heritage of our insurance company subsidiary and our commitment to the markets in which we operate is a competitive advantage with producers and insureds.

Strong Producer Relationships

Within our producers' offices, we compete with other property and casualty insurance carriers available to those producers. We carefully select the producers that distribute our insurance policies and continuously monitor and evaluate their performance. We believe our insurance producers value their relationships with us because we provide excellent, consistent personal service coupled with competitive rates and commission levels. We have consistently been rated by insurance producers as above average in the important areas of underwriting, claims handling and service.

We offer our Select producers access to a variety of personal lines and specialty products, including some that are unique to us. We provide a multi-policy discount on homeowners policies in order to attract and retain more of this multi-line business. We have had a consistent presence in the New York market and our producers value the longevity of the relationship. We believe that the excellent service provided to our Select producers, our broad underwriting appetite, and our competitive prices provide a strong foundation for profitable growth.

Sophisticated Pricing, Underwriting and Risk Management Practices

We believe that a significant underwriting advantage exists due to our local market presence and expertise. Our underwriting process evaluates and screens out certain risks based on their prior loss experience, cost of reinsurance, property condition, insurance scoring and driving record, and then is augmented by information collected from virtual and physical property inspections. We maintain certain policy exclusions that reduce our exposure to risks that can create severe losses. We target a preferred risk profile in order to reduce adverse selection from risks seeking the lowest premiums and minimal coverage levels.

Our underwriting procedures, premiums and policy terms support the goal of underwriting profitability of our personal lines policies. We adhere to a quarterly indication process and perform a rate review in each state and for each product at least annually. In 2022, we introduced our new Select homeowners, condo/tenant and dwelling fire programs in New York. This product incorporates by-peril rating and a host of new data sources to better match rate to risk. We also update property replacement costs to address inflation annually.

We manage coastal risk exposure through the use of individual catastrophe risk scoring, the inclusion of hurricane deductibles, non-renewals and the prudent use of reinsurance. We measure our risk exposure regularly and adjust our underwriting to manage growth in our probable maximum loss (PML).

Effective Utilization of Reinsurance

Our reinsurance treaties allow us to limit our exposure to the financial impact of catastrophe losses and to reduce our net liability on individual risks. Our reinsurance program is structured to enable us to grow our premium volume while maintaining regulatory capital and other financial ratios within thresholds used for regulatory oversight purposes.

Our reinsurance program also provides income from ceding commissions earned pursuant to quota share reinsurance contracts. The income we earn from ceding commissions subsidizes our fixed operating costs, which consist of other underwriting expenses. Quota share reinsurance treaties transfer a portion of the profit (or loss) associated with the subject insurance policies to the reinsurers.

Scalable, Low-Cost Operations

We focus on efficiently managing our expenses and invest in tools and processes that improve the effectiveness of underwriting risks and processing claims. We evaluate the costs and benefits of each new tool or process in order to achieve optimal results. While the majority of our policies are written for risks in downstate New York, our remote workforce model provides a low-cost operating environment.

We continue to invest in improving our online application and quoting systems for our personal lines products. We have leveraged a paperless workflow management and document storage tool that has improved efficiency and reduced costs. We provide an online payment portal that allows producers and insureds to make payments and to view policy information for all of our products in one location. Our ability to control the growth of operating and other expenses while expanding our operations and growing revenue is a key component of our business model and is important to our financial success.

Underwriting and Claims Management Philosophy

Our underwriting philosophy is to target niche segments for which we have detailed expertise and can take advantage of market conditions. We monitor results on a regular basis and our Select producers are reviewed by management on at least a semi-annual basis.

We believe that our rates are appropriately competitive with other carriers in our target markets. We do not seek to grow by competing based solely upon price. We seek to develop long-term relationships with our Select producers who understand and appreciate the path we have chosen. We carefully underwrite our business utilizing industry claims databases, insurance scoring reports, virtual and physical inspection of risks and other individual risk underwriting tools. We write homeowners and dwelling fire business in coastal markets and are cognizant of our exposure to hurricanes. We have mitigated this risk through appropriate catastrophe reinsurance and application of hurricane deductibles. We handle claims fairly while ensuring that coverage provisions and exclusions are properly applied. Our claims and underwriting expertise supports our ability to grow our profitable business.

Distribution

We generate business through our relationships with over 700 producers. We carefully select our producers by evaluating numerous factors such as their need for our products, premium production potential, loss history with other insurance companies that they represent, product and market knowledge, and agency size. We only distribute through agents and have never sought to distribute our products direct to the consumer. We monitor and evaluate the performance of our producers through periodic reviews of volume and profitability. Our senior executives are actively involved in managing our producer relationships.

Each producer is assigned to a staff underwriter and the producer can call that underwriter directly on any matter. We believe that the close relationship and personal service received from their underwriters is one of the reasons producers place their business with us. Our producers have access to a KICO producer interface and website portal that provides them the ability to quote risks for various products and to review policy forms and underwriting guidelines for all lines of business. We send out frequent "Producer Grams" in order to inform our producers of updates at KICO.

Competition; Market

The insurance industry is highly competitive. We constantly assess and make projections of market conditions and appropriate prices for our products, but we cannot fully know our profitability until all claims have been reported and settled. Our active policyholders are located primarily in the downstate regions of New York State. We made the decision to reduce our book of business in other Northeast markets beginning in 2022, which includes New Jersey, Rhode Island, Massachusetts and Connecticut.

On August 2, 2024, two large competitors announced a plan to wind down their personal lines operations in New York State and to non-renew or mid-term cancel their entire book of business before year end 2024. The policyholders of such competitors needed to find alternative coverage. Beginning in the quarter ended September 30, 2024, we began seeing a sizable increase in our policies in force and direct written premiums from these non-renewed and cancelled policies. We refer to this new business as a Change in Market Dynamics.

On April 14, 2025, KICO entered into an agreement to offer a quote for a replacement policy to selected homeowners policyholders in Downstate New York as one of our competitors pivoted focus away from admitted personal lines business (the "Withdrawal Plan"). The Withdrawal Plan, which includes this transaction, has been approved by the New York Department of Financial Services. This competitor wrote approximately \$70 million in written premium. The Withdrawal Plan has enabled KICO to work with new distribution partners to further increase its footprint in Downstate New York by offering an alternative policy to selected homeowners policyholders with effective dates that started in late third quarter of 2025. This transaction is being handled in a similar manner to the Change in Market Dynamics, except that we are streamlining the process by providing a quote for eligible policyholders to our producers.

5-Year Growth Plan

We recently announced our 5-year goal of \$500 million in direct written premium (the "5-Year Growth Plan"), effectively almost doubling the size of our company relative to today. We are diligently working on a strategic plan that outlines how we will achieve this goal through a combination of organic initiatives and strategic inorganic opportunities in our core state of New York along with measured geographic expansion into new states. We intend to maintain our focus on our core expertise of insuring catastrophe-exposed properties.

Relative to geographic expansion, we have conducted a thorough study of selected geographies and states with the help of industry-leading third-party advisors and overlaid important lessons learned from our past challenges to ensure that we do not face such challenges again. We plan to pursue prudent growth at a measured pace in our chosen new states, testing and validating rate adequacy commensurate with risk factors in the new geographies. Our current plan is to go live in California in the second quarter of 2026, in Connecticut later in 2026, and in two additional states in 2027.

Loss and Loss Adjustment Expense Reserves

We are required to establish reserves for unpaid losses, including reserves for claims loss adjustment expenses ("LAE"), which represent the expenses of settling and adjusting those claims. These reserves are balance sheet liabilities representing estimates of future amounts required to pay losses and loss expenses for claims that have occurred at or before the balance sheet date, whether already known to us or not yet reported. We establish these reserves 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 LAE associated with specific reported claims, and reserves for losses and LAE that are incurred but not reported. We establish these two categories of loss reserves as follows:

Reserves for reported losses - When a claim is received, we establish a case reserve for the estimated amount of its ultimate settlement and its estimated loss expenses. We establish case reserves based upon the known facts about each claim at the time it is received and we may subsequently adjust case reserves as additional facts and information about the claim develops.

IBNR reserves - We also estimate reserves for loss and LAE amounts incurred but not reported ("IBNR"). IBNR reserves are calculated in bulk as an estimate of ultimate losses and LAE less reported losses and LAE. There are two types of IBNR; the first is a provision for claims that have occurred but are not yet reported or known. We refer to this as 'Pure' IBNR. The second type of IBNR is a provision for expected future development on known claims, from the evaluation date until the time claims are settled and closed. We refer to this as 'Case Development' IBNR. Ultimate losses driving the determination of appropriate IBNR levels are projected by using generally accepted actuarial techniques.

The liability for loss and LAE represents our best estimate of the ultimate cost of all reported and unreported losses that are unpaid as of the balance sheet evaluation date. The liability for loss and LAE is estimated on an undiscounted basis, using individual case-based valuations, statistical analyses, and various actuarial procedures. The projection of future claim payments and reporting patterns is based on an analysis of our historical experience, supplemented by analyses of industry loss data. We believe that the reserves for loss and LAE are adequate to cover the ultimate cost of losses and claims to date. However, because of uncertainty from various sources, including changes in claims settlement patterns and handling procedures, litigation trends, judicial decisions, and economic conditions, actual loss experience may not conform to the assumptions used in determining the estimated amounts for such liabilities at the balance sheet date. As adjustments to these estimates become necessary, they are reflected in the period in which the estimates are changed. Because of the

nature of the business historically written, we believe that we have limited exposure to asbestos and environmental claim liabilities.

We engage an independent external actuarial specialist (the "Appointed Actuary") to opine on our recorded statutory reserves. The Appointed Actuary estimates a range of reasonable ultimate losses, along with a recommended central estimate of IBNR reserve amounts. Our carried IBNR reserves are based on an internal actuarial analysis and reflect management's best estimate of unpaid loss and LAE liabilities, and fall within the range of those determined as reasonable by the Appointed Actuary.

See "Management's Discussion and Analysis of Financial Condition and Results of Operations – Principal Revenue and Expense Items" in Item 7 of this Annual Report and Note 2 and Note 11 in the accompanying consolidated financial statements for additional information and details regarding loss and LAE reserves.

Reconciliation of Loss and Loss Adjustment Expenses

The table below shows the reconciliation of loss and LAE on a gross and net basis, reflecting changes in losses incurred and paid losses:

	Years ended December 31,	
	2025	2024
Balance at beginning of period	\$ 126,210,428	\$ 121,817,862
Less reinsurance recoverables	(32,322,637)	(33,288,650)
Net balance, beginning of period	<u>93,887,791</u>	<u>88,529,212</u>
Incurred related to:		
Current year	85,349,385	64,414,543
Prior years	(1,083,663)	(1,779,827)
Total incurred	<u>84,265,722</u>	<u>62,634,716</u>
Paid related to:		
Current year	40,940,473	32,956,899
Prior years	29,906,787	24,319,238
Total paid	<u>70,847,260</u>	<u>57,276,137</u>
Net balance at end of period	107,306,253	93,887,791
Add reinsurance recoverables	33,232,365	32,322,637
Balance at end of period	<u>\$ 140,538,618</u>	<u>\$ 126,210,428</u>

Our claims reserving practices are designed to set reserves that, in the aggregate, are adequate to pay all claims at their ultimate settlement value.

Loss and Loss Adjustment Expenses Development

The table below shows the net loss development of reserves held as of each calendar year-end from 2014 through 2024.

The first section of the table reflects the changes in our loss and LAE reserves after each subsequent calendar year of development. The table displays the re-estimated values of incurred losses and LAE at each succeeding calendar year-end, including payments made during the years indicated. The second section of the table shows by year the cumulative amounts of loss and LAE payments, net of amounts recoverable from reinsurers, as of the end of each succeeding year. An example with respect to the net loss and LAE reserves of \$23,170,000 as of December 31, 2015 is as follows. By December 31, 2017 (two years later), \$14,456,000 had actually been paid in settlement of the claims that relate to liabilities

as of December 31, 2015. The re-estimated ultimate reserves two years later for those claims as of December 31, 2015 had increased to \$24,413,000.

The "cumulative redundancy (deficiency)" represents, as of December 31, 2025, the difference between the latest re-estimated liability and the amounts as originally estimated. A redundancy means that the original estimate was higher than the current estimate. A deficiency means that the current estimate is higher than the original estimate.

(in thousands of \$)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Reserve for loss and loss adjustment expenses, net of reinsurance recoverables	23,170	25,960	32,051	40,526	64,770	62,647	84,311	90,680	88,529	93,888	107,306
Net reserve estimated as of One year later	23,107	25,899	33,203	51,664	64,811	62,632	87,011	90,673	86,749	92,804	
Two years later	24,413	26,970	42,723	55,145	65,113	65,339	88,418	94,245	89,447		
Three years later	25,509	33,298	43,780	56,346	67,291	67,135	92,642	99,136			
Four years later	28,638	33,342	43,973	58,048	68,612	70,643	98,262				
Five years later	28,506	33,120	43,774	57,957	71,022	74,430					
Six years later	28,849	32,936	43,777	59,187	73,157						
Seven years later	28,734	32,617	44,395	59,167							
Eight years later	28,499	32,739	44,149								
Nine years later	28,646	32,379									
Ten years later	28,364										
Net cumulative redundancy (deficiency)	(5,194)	(6,419)	(12,098)	(18,641)	(8,386)	(11,783)	(13,951)	(8,456)	(918)	1,084	
(in thousands of \$)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Cumulative amount of reserve paid, net of reinsurance recoverable through											
One year later	8,503	9,900	15,795	23,075	27,454	20,137	32,419	35,854	24,319	29,907	
Two years later	14,456	17,187	26,168	35,924	35,142	30,262	47,547	48,199	41,831		
Three years later	19,533	23,484	32,704	40,264	42,365	40,702	57,171	62,777			
Four years later	22,816	27,203	35,510	45,085	49,581	47,113	68,928				
Five years later	25,210	28,833	37,846	48,650	52,938	52,913					
Six years later	26,298	30,141	39,596	49,682	56,933						
Seven years later	26,945	30,693	39,570	50,975							
Eight years later	27,013	30,243	40,207								
Nine years later	26,609	30,568									
Ten years later	26,862										
Net reserve -											
December 31,	23,170	25,960	32,051	40,526	64,770	62,647	84,311	90,680	88,529	93,888	107,306
* Reinsurance Recoverable	16,707	15,777	16,749	15,671	15,728	20,154	10,638	27,660	33,289	32,323	33,232
* Gross reserves -											
December 31,	39,877	41,737	48,800	56,197	80,499	82,801	94,949	118,340	121,818	126,210	140,539
Net re-estimated reserve	28,364	32,379	44,149	59,167	73,157	74,430	98,262	99,136	89,447	92,804	
Re-estimated reinsurance recoverable	21,104	20,348	20,813	18,928	15,780	21,686	13,149	28,760	29,568	32,762	
Gross re-estimated reserve	49,467	52,728	64,963	78,095	88,936	96,116	111,410	127,897	119,015	125,566	
Gross cumulative redundancy (deficiency)	(9,590)	(10,991)	(16,163)	(21,898)	(8,438)	(13,315)	(16,461)	(9,557)	2,803	644	

(Components may not sum to totals due to rounding)

Reinsurance

We purchase reinsurance to reduce our net liability on individual risks, to protect against possible catastrophes, to remain within a target ratio of net premiums written to policyholders' surplus, and to expand our underwriting capacity. Participation in reinsurance arrangements does not relieve us from our obligations to policyholders. Our reinsurance program is structured to reflect our obligations and goals.

Reinsurance via quota share allows a carrier to write business without increasing its underwriting leverage above a level determined by management. The business written under a quota share reinsurance structure obligates a reinsurer to assume some portion of the risks involved, and gives the reinsurer the profit (or loss) associated with such in exchange for a ceding commission.

Effective January 1, 2024, we entered into a new 27% quota share reinsurance treaty for our personal lines business, covering the period from January 1, 2024 through January 1, 2025 ("2024/2025 Treaty"). Upon the expiration of the 2024/2025 Treaty on January 1, 2025, we entered into a new 16% quota share reinsurance treaty for our personal lines business, covering the period from January 1, 2025 through January 1, 2026 ("2025/2026 Treaty"). Upon the expiration of the 2025/2026 Treaty on January 1, 2026, we entered into a new 5% quota share reinsurance treaty for our personal lines business (written in all states except California for which we entered into a new 30% quota share reinsurance treaty), covering the period from January 1, 2026 through January 1, 2027 ("2026/2027 Treaty").

Excess of loss contracts provide coverage for individual loss occurrences exceeding a certain threshold. The quota share reinsurance treaties inure to the benefit of our excess of loss treaties, as the maximum net retention on any single risk occurrence is first limited through the excess of loss treaty, and then that loss is shared again through the quota share reinsurance treaty. Effective January 1, 2024, we renewed an underlying excess of loss treaty ("Underlying XOL Treaty") covering the period from January 1, 2024 through January 1, 2025. The Underlying XOL Treaty provided 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Losses from named storms were excluded from the Underlying XOL Treaty. Effective January 1, 2025, the Underlying XOL Treaty was renewed covering the period from January 1, 2025 through June 30, 2025. Effective July 1, 2025, the Underlying XOL Treaty was renewed along with our excess of loss reinsurance treaty covering the period from July 1, 2025 through June 30, 2026. Combined, the renewed treaties provide 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and 100% reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000 together with facultative coverage. From January 1, 2024 through January 1, 2025, under the Underlying XOL Treaty, our maximum net retention for any one personal lines occurrence was reduced from the retention of \$730,000 under 2024/2025 Treaty to \$530,000. From January 1, 2025 through June 30, 2025, our maximum net retention increased to \$640,000 under the 2025/2026 Treaty. Effective July 1, 2025 through December 31, 2025, our maximum net retention under the 2025/2026 Treaty increased to \$715,000. Effective January 1, 2026 through June 30, 2026, our maximum net retention under the 2026/2027 Treaty will increase to \$825,000.

We previously earned ceding commission revenue under the quota share reinsurance treaties based on a provisional commission rate on all premiums ceded to the reinsurers as adjusted by a sliding scale based on the ultimate treaty year loss ratios on the policies reinsured under each agreement. The sliding scale provided minimum and maximum ceding commission rates in relation to specified ultimate loss ratios. Under the 2024/2025 Treaty, KICO received a fixed provisional rate with no adjustment for sliding scale contingent commissions. Under the 2025/2026 Treaty, KICO received a portion of the coverage at a fixed provisional rate with no adjustment and a portion that had a sliding scale contingent commission. For the 2026/2027 Treaty, KICO will receive a fixed provisional rate with no adjustment for sliding scale contingent commissions.

The 2024/2025 Treaty, 2025/2026 Treaty and 2026/2027 Treaty are on a "net" of catastrophe reinsurance basis. Under a "net" arrangement, all catastrophe reinsurance coverage above our catastrophe retention is purchased directly by us.

In 2025, we purchased catastrophe reinsurance to provide coverage of up to \$440,000,000 for losses associated with a single event. One of the most commonly used catastrophe forecasting models prepared for us indicates that the catastrophe reinsurance treaties provide coverage in excess of our estimated probable maximum loss associated with a single more than one-in-100 year storm event. Effective January 1, 2024 through January 1, 2025, losses on personal lines policies were subject to the 2024/2025 Treaty, which covered 5.0% of catastrophe losses and resulted in a net retention by us of \$4,750,000 of exposure for the first event of a named storm catastrophe occurrence. Our net retention for a second event of a named storm is \$9,500,000. Effective July 1, 2024 and through June 30, 2026, we have reinstatement premium protection for \$50,000,000 of catastrophe coverage in excess of \$10,000,000. This protects us from having to pay an additional premium to reinstate catastrophe coverage for an event up to this level. Additionally in 2024, we purchased winter storm specific catastrophe reinsurance that provides coverage to the extent of 71% of \$4,500,000 of coverage after

the first \$5,500,000 of gross retention. In 2025, we purchased winter storm specific catastrophe reinsurance that provides coverage to the extent of 90% of \$5,000,000 of coverage after the first \$5,000,000 of gross retention.

See “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Principal Revenue and Expense Items” in Item 7 of this Annual Report and Note 2 and Note 11 in the accompanying consolidated financial statements for additional information.

Ratings

Many insurance buyers, agents, brokers and secured lenders use the ratings assigned by ratings agencies to assist them in assessing the financial strength and overall quality of the companies with which they do business and from which they are considering purchasing insurance or in determining the financial strength of the company that provides insurance with respect to the collateral they hold. Financial strength ratings are intended to provide an independent opinion of an insurer’s ability to meet its obligations to policyholders and are not an evaluation directed at investors. We currently have a Demotech rating of A (Excellent) which qualifies our policies for banks and finance companies. Demotech is the rating agency most commonly used by carriers focused on coastal property risks.

Catastrophe Losses

In 2025 we had catastrophe losses, which are defined as losses from an event for which a catastrophe bulletin and related serial number has been issued by the Property Claims Services (PCS) unit of the Insurance Services Office (ISO). PCS catastrophe bulletins are issued for events that cause more than \$25 million in total insured losses and affect a significant number of policyholders and insurers. Our predominant market, downstate New York, was affected by twelve events during 2025, of which none was a named storm, two were winter storms, and the remaining ten events were wind and thunderstorm. None of the catastrophe events in 2025 or 2024 had a material impact on us. The effects of catastrophes increased our net loss ratio by 1.2 percentage points and 1.9 percentage points in 2025 and 2024, respectively.

Government Regulation

Holding Company Regulation

We, as the parent of KICO, are subject to the insurance holding company laws of the state of New York. These laws generally require an insurance company to register with the New York State Department of Financial Services (the “DFS”) and to furnish annually financial and other information about the operations of companies within our holding company system. Generally, under these laws, all material transactions among companies in the holding company system to which KICO is a party must be fair and reasonable and, if material or of a specified category, require prior notice and approval or acknowledgement (absence of disapproval) by the DFS.

Change of Control

The insurance holding company laws of the state of New York require approval by the DFS for any change of control of an insurer. “Control” is generally defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the company, whether through the ownership of voting securities, by contract or otherwise. Control is generally presumed to exist through the direct or indirect ownership of 10% or more of the voting securities of a domestic insurance company or any entity that controls a domestic insurance company; however, the ownership of less than 10% of such voting securities could constitute control under certain circumstances. Any future transactions that would constitute a change of control of KICO, including a change of control of Kingstone Companies, Inc., would generally require the party acquiring control to obtain the approval of the DFS (and in any other state in which KICO may operate). Obtaining these approvals may result in the material delay of, or deter, any such transaction. These laws may discourage potential acquisition proposals and may delay, deter or prevent a change of control of Kingstone Companies, Inc., including through transactions, and in particular unsolicited transactions, that some or all of our stockholders might consider to be desirable.

State Insurance Regulation

Insurance companies are subject to regulation and supervision by the department of insurance in the state in which they are domiciled and, to a lesser extent, other states in which they conduct business. The primary purpose of such regulatory powers is to protect individual policyholders. State insurance authorities have broad regulatory, supervisory and administrative powers, including, among other things, the power to grant and revoke licenses to transact business, set the

standards of solvency to be met and maintained, determine the nature of, and limitations on, investments and dividends, approve policy forms and rates, and in some instances to regulate unfair trade and claims practices.

KICO is required to file detailed financial statements and other reports with the insurance regulatory authorities in the states in which it is licensed to transact business. These financial statements are subject to periodic examination by the insurance regulators.

In addition, many states have laws and regulations that limit an insurer's ability to withdraw from a particular market. For example, states may limit an insurer's ability to cancel or not renew policies. Furthermore, certain states prohibit an insurer from withdrawing from one or more lines of business written in the state, except pursuant to a plan that is approved by the insurance regulatory authority. The state regulator may reject a plan that may lead to market disruption. Laws and regulations, including those in New York, that limit cancellation and non-renewal and that subject program withdrawals to prior approval requirements may restrict the ability of KICO to exit unprofitable markets. Such laws did not affect KICO's ability to withdraw from the commercial liability market in New York State in 2019, the commercial auto market in New York State in 2015 or the personal lines market in New Jersey in 2025.

Federal and State Legislative and Regulatory Changes

From time to time, various regulatory and legislative changes have been proposed in the insurance industry. Among the proposals that either have been or are being considered are the possible introduction of Federal regulation in addition to, or in lieu of, the current system of state regulation of insurers, and proposals in various state legislatures. Some of these proposals have been enacted to conform portions of their insurance laws and regulations to various model acts adopted by the National Association of Insurance Commissioners (the "NAIC").

On November 1, 2023, the DFS adopted substantive amendments updating the 2017 cybersecurity regulations. The adopted regulations require that a covered entity's chief information security officer ("CISO") have sufficient authority to ensure that cybersecurity risks are appropriately managed and require the CISO to report material cybersecurity issues. Covered entities are further required under the amendments to implement asset inventory management, develop and implement a business continuity and disaster recovery plan, and maintain backups protected from unauthorized alterations or destruction. The regulations update certain cybersecurity event reporting requirements, including notice and explanation of extortion payments, and amends the April 15 annual reporting requirement to include a written acknowledgment of any areas of material noncompliance and remediation plans signed by the entity's highest-ranking executive and the CISO. Finally, the regulations update the factors the Superintendent may consider in assessing violations.

The newly-adopted regulations also apply newly enhanced requirements around periodic system testing, record keeping and maintenance of written incident and recovery plans. They further mandate specific technical approaches such as blocking common passwords and the use of multifactor authentication in certain instances.

In 2010 the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") became law. It established a Federal Insurance Office (the "FIO") within the U.S. Department of the Treasury. The FIO is initially charged with monitoring all aspects of the insurance industry (other than health insurance, certain long-term care insurance and crop insurance), gathering data, and conducting a study on methods to modernize and improve the insurance regulatory system in the United States. The FIO releases reports summarizing and analyzing its oversight efforts, and general activities.

In September 2025, the FIO report noted that the FIO hosted a roundtable discussion with representatives from the insurance sector, including insurers, reinsurers, brokers, state regulators, resilience and consumer groups, and academics to discuss ways to lower costs and maintain availability of homeowners insurance as part of the Trump Administration's efforts to address the cost-of-living crisis. Senior Treasury Department officials led discussions on cost and availability issues within the homeowners insurance market as well as current efforts by the insurance sector.

In August 2025, the New York State Senate initiated a data and information request seeking detailed information about the condition of the New York State property insurance market. This data request was followed by a hearing in November 2025 where a variety of stakeholders, including government industry representatives, were questioned about the ratemaking process, and factors driving rate increases.

On December 20, 2020, the Terrorism Risk Insurance Program Reauthorization Act of 2019 was enacted and is now scheduled to expire on December 31, 2027. The Terrorism Risk Insurance Program serves as a federal "backstop" for insurance claims related to acts of terrorism.

On November 15, 2021, the DFS issued its final Guidance for New York Domestic Insurers On Managing the Financial Risks from Climate Change. On June 15, 2022, the DFS released its 2021 annual report. The report references the creation of a standalone Climate Division, which was the source of the aforementioned guidance.

In 2021, the Governor of the State of New York signed into law, effective January 28, 2022 and subsequently clarified by law taking effect March 15, 2023, legislation that seeks to prevent homeowner insurers from discriminating solely on the basis of breed of dog. In 2025, legislation was vetoed that sought to clarify the applicability of this law to applications for renter's insurance. The veto message suggested that "this issue warrants additional consideration of more narrowly tailored approaches, including those which factor in any potential risks associated with certain breeds." Renter's insurance is classified as a type of homeowners policy, and the 2021 law appears to still apply to renter's policies, but this veto signals a potential policy shift in the state.

In 2021, the Comprehensive Insurance Disclosure Act was enacted in New York State. This law, as amended by a subsequent chapter amendment, requires any defendant to provide to the plaintiff, within a limited timeframe, proof of existence and the contents of any insurance agreement under which any person or entity may be liable to satisfy part or all of a judgment and details what the information and documentation includes. The new law applies to actions commenced on or after December 31, 2021.

In 2022, the New York legislature passed legislation to greatly expand wrongful death actions. This bill sought to expand the categories of claimants and scope of losses for which a wrongful death lawsuit could be brought. The bill was vetoed in January 2023. It was again passed in identical form in 2023 and again vetoed in December 2023. The bill was reintroduced in identical form in February 2024 and following two-house passage, vetoed again in December 2024. This identical legislation was passed and vetoed again in 2025.

In 2023, two related bills were chaptered amending the time periods available to an insurer for the investigation and settlement of claims arising out of states of emergency and disasters. This bill codified elements of existing regulations but shortened certain time periods and added additional reporting requirements. Specifically, the law requires that, within fifteen business days after receiving all the items, statements, and forms that the insurer required from the claimant for a non-commercial claim not suspected to be related to arson, the insurer advise the claimant in writing whether the insurer has accepted or rejected the claim. An insurer would be allowed two extensions of fifteen additional business days to continue its investigation, provided that the insurer notifies the claimant of the reasons additional time is needed for the investigation, with the second extension being available if the property is inaccessible. Commercial claims are granted a one-time thirty-day extension to determine whether the claim should be accepted or rejected, and additional thirty-day extensions are available if certain written notifications are made. If the insurer has accepted the claim, the claimant will have to be notified of the amount the insurer is offering to settle the claim and of all applicable policy provisions regarding the claimant's right to reject and appeal the insurer's offer. If the insurer rejects the claim, the insurer will have to inform the claimant of all applicable policy provisions regarding the claimant's right to appeal the decision including policy information, insurer contact information and DFS complaint filing procedure information. An insurer will be required to pay the claim not later than four business days from the settlement of the claim.

In 2024, legislation was passed, and signed into law which requires the Superintendent of the DFS to issue regulations providing standards for hurricane windstorm deductibles which create, to the greatest extent possible, uniformity in the operation of such deductibles with respect to the triggering event. The regulations implementing such were adopted on August 6, 2025, and took effect on February 2, 2026.

The DFS adopted a circular letter in 2024 regarding the use of external consumer data and information sources ("ECDIS") and artificial intelligence systems ("AIS") by insurers. In broad strokes it reiterates the need to make sure that AI processes do not lead to outcomes that run afoul of the extensive body of existing anti-discrimination laws, including use of credit as governed by Insurance Law Article 28 credit usage. While this circular letter does not have the force of law, it articulated the DFS' expectations about the use of AIS and ECDIS. In the past, the release of a circular letter has preceded the issuance of draft and eventually final regulations in the area addressed.

In 2025, legislation was passed, subject to subsequent pending chapter amendments, implementing the "AVOID Act." The law imposes strict limitations on timeframes associated with defendants impleading third parties in litigation. The broad effect of this bill will be to limit defense counsel's ability to implead third-party defendants, or alternatively increase the amount of motion practice required for defense counsel to preserve their ability to seek recovery from potentially-liable third parties. The bill is predicted to have a negative impact on cases involving, among others, premises liability.

Legislation imposing a system of regulation for third-party litigation funders was chaptered into law in 2025. This new law requires lenders offering litigation financing to register with and report to the DFS, it further mandates certain disclosures and contractual rights/duties as well as the consumer's obligation to pay, a right of rescission, clarifies that a lender may not control the litigation, and limits the maximum recovery of the financing company to 25% of the gross recovery of the claim.

Legislation was chaptered into law in 2025 that removed New York's "anti-arson application." This act repealed a law that required insurance applicants to produce additional property ownership and related information upon application, and mandated carriers cancel policies if such information was not received in time.

State Regulatory Examinations

As part of their regulatory oversight process, state regulatory authorities conduct periodic detailed examinations of the financial reporting of insurance companies domiciled in their states, generally once every three to five years. Examinations are generally carried out in cooperation with the insurance regulators of other states under guidelines promulgated by the NAIC. The DFS commenced its examination of KICO in 2023 for the years 2019 through 2022. The examination was completed in 2024.

Risk-Based Capital Regulations

State regulatory authorities impose risk-based capital ("RBC") requirements on insurance enterprises. The RBC Model serves as a benchmark for the regulation of insurance companies. RBC provides for targeted surplus levels based on formulas, which specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk, and are set forth in the RBC requirements. Such formulas focus on four general types of risk: (a) the risk with respect to the company's assets (asset or default risk); (b) the risk of default on amounts due from reinsurers, policyholders, or other creditors (credit risk); (c) the risk of underestimating liabilities from business already written or inadequately pricing business to be written in the coming year (underwriting risk); and (d) the risk associated with items such as excessive premium growth, contingent liabilities, and other items not reflected on the balance sheet (off-balance sheet risk). The amount determined under such formulas is called the authorized control level RBC ("ACL").

The RBC guidelines define specific capital levels based on a company's ACL that are determined by the ratio of the company's total adjusted capital ("TAC") to its ACL. TAC is equal to statutory capital, plus or minus certain other specified adjustments. KICO's TAC is above its ACL. As of December 31, 2025, the ratio of TAC to ACL was 5.30 and is in compliance with New York's RBC requirements.

Dividend Limitations

Our ability to receive dividends from KICO is restricted by the state laws and insurance regulations of New York. These restrictions are related to surplus and net investment income. Dividends may be paid, without the need for DFS approval, from unassigned surplus and are restricted to the lesser of 10% of surplus or 100% of investment income (on a statutory accounting basis) for the trailing 36 months, less dividends by KICO paid during such period. At December 31, 2025, unassigned surplus was \$36,152,023. Through September 30, 2025, KICO had an agreement with the DFS that KICO was only permitted to pay dividends to the Holding Company for purposes of paying operating expenses and debt obligations, and that the maximum amount of dividends that could be paid in 12 months was \$12,000,000 without prior approval. Effective September 30, 2025, the restrictions on KICO to pay dividends were removed by the DFS. As of December 31, 2025, the maximum dividends that KICO can pay to the Holding Company is restricted to the lesser of 10% of statutory surplus as shown by its last statement on file with the DFS, or 100% of net investment income of the preceding 36 months reduced by dividends paid during such period. As of December 31, 2025, the maximum allowable dividend that KICO may pay to the Holding Company was \$1,969,796 without DFS approval. See Item 5 ("Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities – Dividends") of this Annual Report for a further discussion as to KICO's ability to pay dividends to us.

Insurance Regulatory Information System Ratios

The Insurance Regulatory Information System ("IRIS") was developed by the NAIC and is intended primarily to assist state insurance regulators in meeting their statutory mandates to oversee the financial condition of insurance companies operating in their respective states. IRIS identifies thirteen industry ratios and specifies "usual values" for each ratio. Departure from the usual values on four or more of the ratios can lead to inquiries from individual state insurance commissioners as to certain aspects of an insurer's business. As of December 31, 2025, KICO had three ratios outside the usual range.

Accounting Principles

Statutory accounting principles ("SAP") are a basis of accounting developed by the NAIC. They are used to prepare the statutory financial statements of insurance companies and to assist insurance regulators in monitoring and regulating the solvency of insurance companies. SAP is primarily concerned with measuring an insurer's policyholder surplus. Accordingly, statutory accounting focuses on valuing assets and liabilities of insurers at financial reporting dates in accordance with appropriate insurance law and regulatory provisions applicable in each insurer's domiciliary state.

Generally accepted accounting principles (“GAAP”) are concerned with a company’s solvency, but are also concerned with other financial measurements, principally results of operations and cash flows. Accordingly, GAAP gives more consideration to appropriate matching of revenue and expenses and accounting for management’s stewardship of assets than does SAP. As a direct result, different types and amounts of assets and liabilities will be reflected in financial statements prepared in accordance with GAAP as compared to SAP.

Statutory accounting practices established by the NAIC and adopted in part by New York insurance regulators determine, among other things, the amount of statutory surplus and statutory net income of KICO and thus determine, in part, the amount of funds that are available for KICO to pay dividends to the Holding Company.

Legal Structure

We were incorporated in 1961 and assumed the name DCAP Group, Inc. in 1999. On July 1, 2009, we changed our name to Kingstone Companies, Inc.

Employees

As of December 31, 2025, we had 113 employees. None of our employees are covered by a collective bargaining agreement. We believe that our relationship with our employees is good.

Availability of Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are filed with the U.S. Securities and Exchange Commission (the “SEC”). Such reports and other information filed by us with the SEC are available free of charge at the investor relations section of our website at www.kingstonecompanies.com as soon as reasonably practicable after such reports are electronically filed with, or furnished to, the SEC. Copies are also available, without charge, by writing to Kingstone Companies, Inc., Investor Relations, 120 Wood Road, Kingston, New York 12401. The SEC also maintains a website, www.sec.gov, which contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The inclusion of our website address in this Annual Report does not include or incorporate by reference the information on our website into this Annual Report.

ITEM 1A. RISK FACTORS

Based upon the following factors, as well as other factors affecting our operating results and financial condition, past financial performance should not be considered to be a reliable indicator of future performance, and investors should not use historical trends to anticipate results or trends in future periods. These factors, among others, may affect the accuracy of certain forward-looking statements contained in this Annual Report.

Risks Related to Our Business

As a property and casualty insurer, we may face significant losses from catastrophes and severe weather events.

Because of the exposure of our property and casualty business to catastrophic events and other severe weather events, our operating results and financial condition may vary significantly from one period to the next. Catastrophes can be caused by various natural and man-made disasters, including earthquakes, wildfires, tornadoes, hurricanes, severe winter weather, storms and certain types of terrorism. We currently have catastrophe reinsurance coverage with regard to losses of up to \$440,000,000 (\$435,000,000 in excess of \$5,000,000). Effective January 1, 2026, \$10,000,000 of losses in a catastrophe are subject to a quota share reinsurance treaty, which covers 5% of catastrophe losses such that we retain \$5,500,000 of risk per catastrophe occurrence. With respect to any additional catastrophe losses of up to \$440,000,000, we are 100% reinsured under our catastrophe reinsurance program. For the period October 15, 2025 through April 30, 2026, we also purchased catastrophe reinsurance which provides coverage for winter storm losses to the extent of 90% of \$5,000,000 in excess of \$5,000,000. We may incur catastrophe losses in excess of: (i) those that we project would be incurred, (ii) those that external modeling firms estimate would be incurred, (iii) the average expected level used in pricing or (iv) our current reinsurance coverage limits. Despite our catastrophe management programs, we are exposed to catastrophes that could have a material adverse effect on our operating results and financial condition. Our liquidity could be constrained by a catastrophe, or multiple catastrophes, which may result in extraordinary losses or a downgrade of our financial strength ratings. In addition, the reinsurance losses that are incurred in connection with a catastrophe could have an adverse impact on the terms and conditions of future reinsurance treaties.

In addition, we are subject to claims arising from non-catastrophic weather events such as hurricanes, tropical storms, severe winter weather, rain, hail and high winds. The incidence and severity of weather conditions are largely unpredictable. There is generally an increase in the frequency and severity of claims when severe weather conditions occur.

Unanticipated increases in the severity or frequency of claims may adversely affect our operating results and financial condition.

Changes in the severity or frequency of claims may affect our profitability. Changes in homeowners claim severity are driven by inflation in the construction industry, in building materials and home furnishings, and by other economic and environmental factors, including increased demand for services and supplies in areas affected by catastrophes. Changes in bodily injury claim severity are driven primarily by inflation in the medical sector of the economy and by litigation costs. Changes in auto physical damage claim severity are driven primarily by inflation in auto repair costs, prices of auto parts and used car prices. However, changes in the level of the severity of claims are not limited to the effects of inflation and demand surge in these various sectors of the economy. Increases in claim severity can arise from unexpected events that are inherently difficult to predict, such as a change in the law or an inability to enforce exclusions and limitations contained in our policies. Although we pursue various loss management initiatives to mitigate future increases in claim severity, there can be no assurances that these initiatives will successfully identify or reduce the effect of future increases in claim severity, and a significant increase in claim frequency could have an adverse effect on our operating results and financial condition.

A ratings downgrade to our insurance subsidiary may impact our revenues and earnings.

Financial strength ratings are an important factor influencing the competitive position of insurance companies. The objective of the rating agencies' rating systems is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to its policyholders. The ratings of Kingstone Insurance Company ("KICO"), our insurance subsidiary, reflect the rating agencies' opinion as to its financial strength and are not evaluations directed to investors in our securities, nor are they recommendations to buy, sell or hold our securities.

KICO has a Demotech financial stability rating of A (Exceptional) which generally makes its policies acceptable to mortgage lenders that require homeowners to purchase insurance from highly-rated carriers.

The impact of pandemics and other public health issues (like COVID-19) and related risks could materially affect our results of operations, financial position and/or liquidity.

Risks presented by the effects of pandemics include, among others, the following:

Investments. Our corporate fixed income portfolio may be adversely impacted by ratings downgrades, increased bankruptcies and credit spread widening in distressed industries. In addition, in recent years, many state and local governments have been operating under deficits or projected deficits. The severity and duration of these deficits could have an adverse impact on the collectability and valuation of our municipal bond portfolio. Our investment portfolio also includes mortgage-backed securities which could be adversely impacted by declines in real estate valuations and/or financial market disruption. Further disruptions in global financial markets could adversely impact our net investment income in future periods.

Adverse Legislative and/or Regulatory Action. Federal, state and local government actions to address and contain the impact of pandemic and other public health issues (like COVID-19) may adversely affect us. For example, we may be subject to legislative and/or regulatory action that seeks to retroactively mandate coverage for losses which our insurance policies were not designed or priced to cover. Regulatory restrictions or requirements could also impact pricing, risk selection and our rights and obligations with respect to our policies and insureds, including our ability to cancel or non-renew policies and our right to collect premiums.

Operational Disruptions and Heightened Cybersecurity Risks. Our operations could be disrupted if key members of our senior management or a significant percentage of our workforce or the workforce of our producers are unable to continue to work because of illness, government directives or otherwise. In addition, the interruption of our or their system capabilities could result in a deterioration of our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner or perform other necessary business functions. Having shifted to remote working arrangements, we also face a heightened risk of cybersecurity attacks or data security incidents and are more dependent on internet and telecommunications access and capabilities.

Adverse capital and credit market conditions may significantly affect our ability to meet liquidity needs or our ability to obtain credit on acceptable terms.

The capital and credit markets can experience periods of volatility and disruption. In some cases, markets have exerted downward pressure on the availability of liquidity and credit capacity. In the event that we need access to additional capital to support our operating expenses, make payments on our outstanding and any future indebtedness, pay for capital expenditures, or increase the amount of insurance that we seek to underwrite or to otherwise grow our business, our ability to obtain such capital may be limited and the cost of any such capital may be significant. Our access to additional financing will depend on a variety of factors, such as market conditions, the general availability of credit, the overall availability of credit to our industry, our credit ratings and credit capacity as well as lenders' perception of our long or short-term financial prospects. Similarly, our access to funds may be impaired if regulatory authorities or rating agencies take negative actions against us. If a combination of these factors occurs, our internal sources of liquidity may prove to be insufficient and, in such case, we may not be able to successfully obtain additional financing on favorable terms.

We are exposed to significant financial and capital markets risk which may adversely affect our results of operations, financial condition and liquidity, and our net investment income can vary from period to period.

We are exposed to significant financial and capital markets risk, including changes in interest rates, equity prices, market volatility, general economic conditions, the performance of the economy in general, the performance of the specific obligors included in our portfolio, and other factors outside our control. Our exposure to interest rate risk relates primarily to the market price and cash flow variability associated with changes in interest rates. Our investment portfolio contains interest rate sensitive instruments, such as fixed income securities, which may be adversely affected by changes in interest rates from governmental monetary policies, domestic and international economic and political conditions and other factors beyond our control. A rise in interest rates would increase the net unrealized loss position of our investment portfolio, which would be offset by our ability to earn higher rates of return on funds reinvested. Conversely, a decline in interest rates would decrease the net unrealized loss position of our investment portfolio, which would be offset by lower rates of return on funds reinvested.

In addition, market volatility can make it difficult to value certain of our securities if trading becomes less frequent. As such, valuations may include assumptions or estimates that may have significant period to period changes which could have a material adverse effect on our consolidated results of operations or financial condition. If significant, continued volatility, changes in interest rates, changes in defaults, a lack of pricing transparency, market liquidity and declines in equity prices, individually or in tandem, could have a material adverse effect on our results of operations, financial condition or cash flows through realized losses, impairments, and changes in unrealized positions.

Reinsurance may be unavailable at current levels and prices, which may limit our ability to write new business.

We purchase reinsurance to reduce our net liability on individual risks, to protect against possible catastrophes, to remain within a target ratio of net premiums written to policyholders' surplus and to expand our underwriting capacity. Participation in reinsurance arrangements does not relieve us from our obligations to policyholders. Our personal lines catastrophe reinsurance program was designed, utilizing our risk management methodology, to address our exposure to catastrophes. Market conditions beyond our control impact the availability and cost of the reinsurance we purchase. No assurances can be given that reinsurance will remain continuously available to us on terms and rates that are commercially reasonable. For example, our ability to afford reinsurance to reduce our catastrophe risk may be dependent upon our ability to adjust premium rates for its cost, and there are no assurances that the terms and rates for our current reinsurance program will continue to be available in the future. If we are unable to maintain our current level of reinsurance or purchase new reinsurance protection in amounts that we consider sufficient and at prices that we consider acceptable, we will have to either accept an increase in our exposure risk, reduce our insurance writings or seek other alternatives.

Reinsurance subjects us to the credit risk of our reinsurers, which may have a material adverse effect on our operating results and financial condition.

The collectability of reinsurance recoverables is subject to uncertainty arising from a number of factors, including changes in market conditions, whether insured losses meet the qualifying conditions of the reinsurance contract and whether reinsurers, or their affiliates, have the financial capacity and willingness to make payments under the terms of a reinsurance treaty or contract. Since we are primarily liable to an insured for the full amount of insurance coverage, our inability to collect a material recovery from a reinsurer could have a material adverse effect on our operating results and financial condition.

Applicable insurance laws regarding the change of control of our company may impede potential acquisitions that our stockholders might consider desirable.

We are subject to statutes and regulations of the state of New York which generally require that any person or entity desiring to acquire direct or indirect control of KICO, our insurance company subsidiary, obtain prior regulatory approval. In addition, a change of control of the Holding Company would require such approval. These laws may discourage potential acquisition proposals and may delay, deter or prevent a change of control of our company, including through transactions, and in particular unsolicited transactions. Some of our stockholders might consider such transactions to be desirable. Similar regulations may apply in other states in which we may operate.

The insurance industry is subject to extensive regulation that may affect our operating costs and limit the growth of our business, and changes within this regulatory environment may adversely affect our operating costs and limit the growth of our business.

We are subject to extensive laws and regulations. State insurance regulators are charged with protecting policyholders and have broad regulatory, supervisory and administrative powers over our business practices. These include, among other things, the power to grant and revoke licenses to transact business and the power to regulate and approve underwriting practices and rate changes, which may delay the implementation of premium rate changes, prevent us from making changes we believe are necessary to match rate to risk or delay or prevent our entry into new states. In addition, many states have laws and regulations that limit an insurer's ability to cancel or not renew policies and that prohibit an insurer from withdrawing from one or more lines of business written in the state, except pursuant to a plan that is approved by state regulatory authorities. Laws and regulations that limit cancellation and non-renewal and that subject program withdrawals to prior approval requirements may restrict our ability to exit unprofitable markets.

Because the laws and regulations under which we operate are administered and enforced by a number of different governmental authorities, including state insurance regulators, state securities administrators and the SEC, each of which exercises a degree of interpretive latitude, we are subject to the risk that compliance with any particular regulator's or enforcement authority's interpretation of a legal issue may not result in compliance with another's interpretation of the same issue, particularly when compliance is judged in hindsight. In addition, there is risk that any particular regulator's or enforcement authority's interpretation of a legal issue may change over time to our detriment, or that changes in the overall legal and regulatory environment may, even in the absence of any change to a particular regulator's or enforcement authority's interpretation of a legal issue changing, cause us to change our views regarding the actions we need to take from a legal risk management perspective, thereby necessitating changes to our practices that may, in some cases, limit our ability to grow and/or to improve the profitability of our business.

While the United States federal government does not directly regulate the insurance industry, federal legislation and administrative policies can affect us. Congress and various federal agencies periodically discuss proposals that would provide for a federal charter for insurance companies. We cannot predict whether any such laws will be enacted or the effect that such laws would have on our business. Moreover, there can be no assurance that changes will not be made to current laws, rules and regulations, or that any other laws, rules or regulations will not be adopted in the future, that could adversely affect our business and financial condition.

Because substantially all of our revenue is currently derived from sources located in New York, our business may be adversely affected by conditions in such state.

Approximately 98% of our revenue during the year ended December 31, 2025 was derived from sources located in the State of New York and, accordingly, is affected by the prevailing regulatory, economic, legislative, demographic, competitive and other conditions in the state. Changes in any of these conditions could make it costlier or difficult for us to conduct our business. Adverse regulatory developments in New York, could include fundamental changes to the design or implementation of the insurance regulatory framework, could have a material adverse effect on our results of operations and financial condition. Adverse legislative developments or changes in laws in the state of New York which impact insurance company profits could also have a material adverse effect on our results of operations and financial condition.

We may not be able to maintain the requisite amount of risk-based capital, which may adversely affect our profitability and our ability to compete in the property and casualty insurance markets.

The DFS imposes risk-based capital requirements on insurance companies to ensure that insurance companies maintain appropriate levels of surplus to support their overall business operations and to protect customers against adverse developments, after taking into account default, credit, underwriting and off-balance sheet risks. If the amount of our

capital falls below certain thresholds, we may face restrictions with respect to soliciting new business and/or keeping existing business. Similar regulations apply in other states in which we operate.

Changing climate conditions may adversely affect our financial condition, profitability or cash flows.

We recognize the scientific view that the world is getting warmer. Climate change, to the extent it produces rising temperatures and changes in weather patterns, could impact the frequency and/or severity of weather events and affect the affordability and availability of homeowners insurance.

Our operating results and financial condition may be adversely affected by the cyclical nature of the property and casualty business.

The property and casualty market is cyclical and has experienced periods characterized by relatively high levels of price competition, less restrictive underwriting standards and relatively low premium rates, followed by periods of relatively lower levels of competition, more selective underwriting standards and relatively high premium rates. A downturn in the profitability cycle of the property and casualty business could have a material adverse effect on our operating results and financial condition.

We are highly dependent on a relatively small number of insurance brokers for a large portion of our revenues.

We market our insurance products primarily through insurance brokers. A large percentage of our gross premiums written are sourced through a limited number of brokers. For the year ended December 31, 2025, our top 25 brokers provided a total of 39% of our total gross premiums written. The nature of our dependency on these brokers relates to the high volume of business they consistently refer to us. Our relationship with these brokers is based on the quality of the underwriting and claims services we provide to our clients and on our financial strength ratings. Any deterioration in these factors could result in these brokers advising clients to place their risks with other insurers rather than with us. A loss of all or a substantial portion of the business provided by one or more of these brokers could have a material adverse effect on our financial condition and results of operations.

Actual claims incurred may exceed current reserves established for claims, which may adversely affect our operating results and financial condition.

Recorded claim reserves for our business are based on our best estimates of losses after considering known facts and interpretations of circumstances. Internal and external factors are considered. Internal factors include, but are not limited to, actual claims paid, pending levels of unpaid claims, product mix and contractual terms. External factors include, but are not limited to, changes in the law, court decisions, changes in regulatory requirements and economic conditions. Because reserves are estimates of the unpaid portion of losses that have occurred, the establishment of appropriate reserves, including reserves for catastrophes, is an inherently uncertain and complex process. The ultimate cost of losses may vary materially from recorded reserves, and such variance may adversely affect our operating results and financial condition.

As a holding company, we are dependent on the results of operations of our subsidiary, KICO; there are restrictions on the payment of dividends by KICO.

We are a holding company and a legal entity separate and distinct from our operating subsidiary, KICO. As a holding company with limited operations of our own, currently the principal sources of our funds are dividends and other payments from KICO. Consequently, we must rely on KICO for our ability to repay debts, pay expenses and pay cash dividends to our stockholders.

State insurance laws limit the ability of KICO to pay dividends from unassigned surplus and require KICO to maintain specified minimum levels of statutory capital and surplus. Maximum allowable dividends by KICO to us are restricted to the lesser of 10% of surplus or 100% of net investment income (on a statutory accounting basis) for the trailing 36 months, less dividends paid by KICO during such period. At December 31, 2025, unassigned surplus was \$36,152,023. Through September 30, 2025, KICO had an agreement with the DFS that KICO was only permitted to pay dividends to the Holding Company for purposes of paying operating expenses and debt obligations, and that the maximum amount of dividends that could be paid in 12 months was \$12,000,000 without prior approval. Effective September 30, 2025, the restrictions on KICO to pay dividends were removed by the DFS. As of December 31, 2025, the maximum dividends that KICO can pay to the Holding Company is restricted to the lesser of 10% of statutory surplus as shown by its last statement on file with the DFS, or 100% of net investment income of the preceding 36 months reduced by dividends paid during such period. As of December 31, 2025, the maximum allowable dividend that KICO may pay to KINS was \$1,969,796 without DFS approval. See Note 13 - Statutory Financial Information for more information.

Our future results are dependent in part on our ability to successfully operate in an insurance industry that is highly competitive.

The insurance industry is highly competitive. Many of our competitors have well-established national reputations, substantially more capital and significantly greater marketing and management resources. Because of the competitive nature of the insurance industry, including competition for customers, agents and brokers, there can be no assurance that we will continue to effectively compete with our industry rivals, or that competitive pressures will not have a material adverse effect on our ability to grow our business and to maintain profitable operating results or financial condition.

If we lose key personnel or are unable to recruit qualified personnel, our ability to implement our business strategies could be delayed or hindered.

Our future success will depend, in part, upon the efforts of Meryl Golden, our President and Chief Executive Officer. The loss of Ms. Golden or other key personnel could prevent us from fully implementing our business strategies and could materially and adversely affect our business, financial condition and results of operations. As we continue to grow, we will need to recruit and retain additional qualified management personnel, but we may not be able to do so. Our ability to recruit and retain such personnel will depend upon a number of factors, such as our results of operations and prospects and the level of competition prevailing in the market for qualified personnel. Ms. Golden and we are parties to an employment agreement which expires on January 10, 2027.

Difficult conditions in the economy generally could adversely affect our business and operating results.

As with most businesses, we believe that difficult conditions in the economy could have an adverse effect on our business and operating results. General economic conditions also could adversely affect us in the form of consumer behavior, which may include decreased demand for our products. As consumers become more cost conscious, they may choose to purchase lower levels of insurance.

Changes in accounting standards issued by the Financial Accounting Standards Board or other standard-setting bodies may adversely affect our reported results of operations and financial condition.

Our financial statements are subject to the application of generally accepted accounting principles, which are periodically revised, interpreted and/or expanded. Accordingly, we are required to adopt new guidance or interpretations, which may have a material adverse effect on our results of operations and financial condition that is either unexpected or has a greater impact than expected.

We could be adversely affected if our internal controls over financial reporting are not effective.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of our consolidated financial statements in accordance with U.S. generally accepted accounting principles. Internal controls, no matter how well designed, can provide only reasonable assurance that they are working as designed. If these internal controls are not effective, it could lead to errors in financial reporting.

Our business could be adversely affected by a security breach or other attack involving our computer systems or those of one or more of our vendors.

Our business requires that we develop and maintain computer systems to run our operations and to store a significant volume of confidential data. Some of these systems rely on third-party vendors, through either a connection to, or an integration with, those third-parties' systems. In the course of our operations, we acquire the personal confidential information of our customers and employees. We also store our intellectual property, trade secrets, and other sensitive business and financial information.

All of these systems are subject to "cyber attacks" by sophisticated third parties with substantial computing resources and capabilities, and to unauthorized or illegitimate actions by employees, consultants, agents and other persons with legitimate access to our systems. Such attacks or actions may include attempts to:

- steal, corrupt, or destroy data, including our intellectual property, financial data or the personal information of our customers or employees
- misappropriate funds
- disrupt or shut down our systems

- deny customers, agents, brokers, or others access to our systems, or
- infect our systems with viruses or malware.

While we can take defensive measures, there can be no assurance that we will be successful in preventing attacks or detecting and stopping them once they have begun. Our business could be significantly damaged by a security breach, data loss or corruption, or cyber attack. In addition to the potentially high costs of investigating and stopping such an event and implementing necessary fixes, we could incur substantial liability if confidential customer or employee information is stolen. In addition, such an event could cause a significant disruption of our ability to conduct our insurance operations. We have a cyber insurance policy to protect against the monetary impact of some of these risks. However, the occurrence of a security breach, data loss or corruption, or cyber-attack, if sufficiently severe, could have a material adverse effect on our business results. See Item 1C ("Cybersecurity") in this Annual Report.

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

Our business is highly dependent upon the successful and uninterrupted functioning of our information technology, including artificial intelligence, and telecommunications systems. We rely on these systems to support our operations. The failure of these systems could interrupt our operations and result in a material adverse effect on our business.

We plan to enter the California market as well as other markets, but there can be no assurance that our diversification and growth strategy will be effective.

We seek to take advantage of prudent opportunities to expand our core business into other states. We have determined to enter the California market in the second quarter of 2026 and other markets in 2026 and 2027. As a result of a number of factors, including the challenges of operating in unfamiliar markets, there can be no assurance that we will be successful in this diversification even after investing significant time and resources to develop and market products and services in additional states. Initial timetables for expansion may not be achieved, and price and profitability targets may not be feasible. Because our business and experience are based substantially on the New York insurance market, we may not understand all of the risks associated with entering into an unfamiliar market. This inexperience in certain new markets could affect our ability to price risks adequately and develop effective underwriting standards. External factors, such as compliance with state regulations, especially when different than the regulations of other states in which we do business, obtaining new licenses, competitive alternatives, processes, and time periods associated with adjusting product forms and rates, and shifting customer preferences, may also affect the successful implementation of our geographic growth strategy. Such external factors and requirements may increase our costs and potentially affect the speed with which we will be able to pursue new market opportunities. There can be no assurance that we will be successful in expanding into any one state or combination of states. Failure to manage these risks successfully could have a material adverse effect on our business, results of operations, and financial condition.

Risks Related to Our Common Stock

Our stock price may fluctuate significantly and be highly volatile and this may make it difficult for stockholders to resell shares of our common stock at the volume, prices and times they find attractive.

The market price of our common stock could be subject to significant fluctuations and be highly volatile, which may make it difficult for stockholders to resell shares of our common stock at the volume, prices and times they find attractive. There are many factors that will impact our stock price and trading volume, including, but not limited to, the factors listed above under "Risks Related to Our Business."

Stock markets, in general, have experienced in recent years, and continue to experience, significant price and volume volatility, and the market price of our common stock may continue to be subject to similar market fluctuations that may be unrelated to our operating performance and prospects. Increased market volatility and fluctuations could result in a substantial decline in the market price of our common stock.

The trading volume in our common stock has been limited. As a result, stockholders may not experience liquidity in their investment in our common stock, thereby potentially limiting their ability to resell their shares at the volume, times and prices they find attractive.

Our common stock is currently traded on The Nasdaq Capital Market ("Nasdaq"). Our common stock has substantially less liquidity than the average trading market for many other publicly traded insurance and other companies. An active trading market for our common stock may not develop or, if developed, may not be sustained. Such stocks can

be more volatile than stocks trading in an active public market. Therefore, stockholders have reduced liquidity and may not be able to sell their shares at the volume, prices and times that they desire.

There may be future issuances or resales of our common stock which may materially and adversely affect the market price of our common stock.

Subject to any required state insurance regulatory approvals, we are not restricted from issuing additional shares of our common stock in the future, including securities convertible into, or exchangeable or exercisable for, shares of our common stock. Our issuance of additional shares of common stock in the future will dilute the ownership interests of our then existing stockholders.

We have effective registration statements on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), covering an aggregate of 2,900,000 shares of our common stock issuable under our Amended and Restated 2014 Equity Participation Plan (the "2014 Plan") and our 2024 Equity Participation Plan (the "2024 Plan"). Pursuant to our 2024 Plan, stock options and restricted stock awards may be granted to our employees and directors. See Note 12 - Stockholders' Equity for more information.

The sale of a substantial number of shares of our common stock or securities convertible into, or exchangeable or exercisable for, shares of our common stock, whether directly by us, by selling stockholders in future offerings or by our existing stockholders in the secondary market, the perception that such issuances or resales could occur or the availability for future issuances or resale of shares of our common stock or securities convertible into, or exchangeable or exercisable for, shares of our common stock could materially and adversely affect the market price of our common stock and our ability to raise capital through future offerings of equity or equity-related securities on attractive terms or at all.

In addition, our board of directors is authorized to designate and issue preferred stock without further stockholder approval, and we may issue other equity and equity-related securities that are senior to our common stock in the future for a number of reasons, including, without limitation, to repay our indebtedness, support operations and growth, maintain our capital ratios, and comply with any future changes in regulatory standards.

Anti-takeover provisions and the regulations to which we may be subject may make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to our stockholders.

We are a holding company incorporated in Delaware. Anti-takeover provisions in Delaware law and our restated certificate of incorporation and bylaws, as well as regulatory approvals required under state insurance laws, could make it more difficult for a third party to acquire control of us and may prevent stockholders from receiving a premium for their shares of common stock. Our certificate of incorporation provides that our board of directors may issue up to 2,500,000 shares of preferred stock, in one or more series, without stockholder approval and with such terms, preferences, rights and privileges as the board of directors may deem appropriate. These provisions and other factors may hinder or prevent a change in control, even if the change in control would be beneficial to, or sought by, our stockholders.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 1C. CYBERSECURITY.

Risk Management and Strategy

We regularly assess risks from cybersecurity threats; monitor our information systems for potential vulnerabilities; and test those systems pursuant to our cybersecurity policies, processes, and practices, which are integrated into our overall risk management program. To protect our information systems from cybersecurity threats, we use various security tools that are designed to help identify, escalate, investigate, resolve, and recover from security incidents in a timely manner.

KICO's Risk Management Committee, which is comprised of representatives of its technology team, assesses risks based on probability and potential impact on key business systems and processes. Risks that are considered high are incorporated into its overall risk management program. A mitigation plan is developed for each identified high risk, with progress reported to the Risk Management Committee and tracked as part of its overall risk management program overseen by the Risk Management Committee of our Board of Directors.

We collaborate with third parties to assess the effectiveness of our cybersecurity prevention and response systems and processes. These include cybersecurity assessors, consultants, and other external cybersecurity experts to assist in the identification, verification, and validation of cybersecurity risks, as well as to support associated mitigation plans when necessary.

Additionally, we require security training for all employees on a quarterly basis. The training covers a wide range of topics, including phishing, social engineering and data protection.

Risk Management

We assess and identify security risk to the organization by:

- conducting assessments of risk, including likelihood and magnitude, from unauthorized access, use, disclosure, disruption, modification or destruction of information systems and the related information processes, stored or transmitted;
- performing risk assessments and producing security assessment reports that document the results of the assessment for use and review by information technology senior leadership, including the Chief Technology Officer;
- ensuring security controls are assessed for effectiveness, are implemented correctly, operating as intended and producing the desired outcome; and
- continuously scanning for vulnerabilities and remedying all vulnerabilities in accordance with the associated risk.

We have not experienced a material cybersecurity breach in the past five years and, as a result, there have been no charges related to a breach in the past five years. In 2025, a third party vendor of KICO was impacted by a cybersecurity event which KICO reported to the DFS. The event did not have a material impact on our business strategy, results of operations, or financial condition. While we have implemented processes and procedures that we believe are tailored to address and mitigate the cybersecurity threats that we face, there can be no assurances that such an incident will not occur despite our efforts, as more fully described in Item 1A (“Risk Factors – Our business could be adversely affected by a security breach or other attack involving our computer systems or those of one or more of our vendors.”) in this Annual Report.

Monitoring

We have established a continuous monitoring strategy and program, which includes:

- a set of defined security metrics to be monitored;
- performance of security control assessments on an ongoing basis;
- addressing results of analysis and reporting security status to the executive team;
- monitoring information systems to detect attacks and indicators of potential attacks;
- identification of unauthorized use of the information system resources; and
- deployment of monitoring devices strategically within the information system environment.

Governance

The Risk Management Committee of our Board of Directors has been delegated the power and authority to oversee and make recommendations to the Board with regard to our overall approach to risks relating to business operations, including with regard to information technology and cybersecurity. In a presentation from our Chief Technology Officer, the committee received information regarding our approach to cybersecurity, which included the following topics: the confidentiality of nonpublic information and the integrity and security of our information system, the cybersecurity policies and procedures, material cybersecurity risks to us, and the overall effectiveness of our cybersecurity program.

ITEM 2. PROPERTIES

Effective March 1, 2025, we leased new principal executive office space at 120 Wood Road, Kingston, New York 12401. The new offices are held pursuant to a lease which expires on March 31, 2030 with a five year renewal option. Our insurance underwriting business is principally located at this office.

Prior to March 1, 2025, our principal executive offices were located at 15 Joys Lane, Kingston, New York 12401. In February 2025, 15 Joys Lane LLC, our subsidiary, entered into a contract of sale with Ulster County, New York (the

“County”) for the sale to the County of such headquarters, along with an adjacent mixed-use property (collectively, the “Property”). The purchase price for the Property was \$3,600,000. The sale closed in March 2025. The Company continues to own a vacant lot at 27 Joys Lane, Kingston, New York.

ITEM 3. LEGAL PROCEEDINGS.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Our common stock is quoted on The Nasdaq Capital Market under the symbol "KINS."

Holders

As of March 10, 2026, there were 181 record holders of our common stock.

Dividends

Holders of our common stock are entitled to dividends when, as and if declared by our Board of Directors out of funds legally available. In each of July and October 2025, our Board of Directors approved a quarterly cash dividend of \$0.05 per share. Future dividend policy will be subject to the discretion of our Board of Directors and will be contingent upon future earnings, if any, our financial condition, capital requirements, general business conditions, and other factors. Therefore, we can give no assurance that future dividends of any kind will be paid to holders of our common stock.

Our ability to pay dividends depends, in part, on the ability of KICO to pay dividends to us. KICO, as an insurance subsidiary, is subject to significant regulatory restrictions limiting its ability to declare and pay dividends. In addition, there are restrictions related to surplus and net investment income. Without the prior approval of the DFS, dividends may be paid by insurance carriers from unassigned surplus and are restricted to the lesser of 10% of surplus or 100% of investment income (on a statutory accounting basis) for the trailing 36 months, less dividends paid by KICO during such period. As of December 31, 2025, KICO had unassigned surplus of approximately \$36,152,000. Prior to September 30, 2025, KICO had an agreement with the DFS that KICO may only pay dividends up to \$12,000,000 to the Holding Company for purposes of paying operating expenses and debt obligations. See "Business – Government Regulation", "Risk Factors – As a holding company, we are dependent on the results of operations of our subsidiary, KICO; there are restrictions on the payment of dividends by KICO" and "Management's Discussion and Analysis of Financial Condition and Results of Operation – Liquidity" in Items 1, 1A and 7, respectively, of this Annual Report.

In addition, pursuant to a certain debt exchange agreement (the "2024 Exchange Agreement"), we were not permitted to pay any cash dividends without the approval of the holders of a majority of the outstanding principal amount of the debt. The debt was repaid in full on February 25, 2025.

Subsequent to such debt repayment, effective September 30, 2025, the restrictions on KICO to pay dividends were removed by the DFS. As of December 31, 2025, the maximum dividends that KICO can pay to the Holding Company is restricted to the lesser of 10% of statutory surplus as shown by its last statement on file with the DFS, or 100% of net investment income of the preceding 36 months reduced by dividends paid during such period. As of December 31, 2025, the maximum allowable dividend that KICO may pay to the Holding Company was \$1,969,796 without DFS approval. See Note 13 - Statutory Financial Information for more information.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

None.

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

We offer property and casualty insurance products through our wholly-owned subsidiary, Kingstone Insurance Company ("KICO"). KICO is a New York domiciled carrier writing business through retail and wholesale agents and brokers. KICO is actively writing personal lines and commercial auto insurance in New York, and in 2024 was the 12th largest writer of homeowners insurance in New York. KICO is also licensed in the states of New Jersey, Rhode Island, Massachusetts, Connecticut, Pennsylvania, New Hampshire, and Maine. For the years ended December 31, 2025 and 2024, respectively, 98.0% and 96.0% of KICO's direct written premiums came from the New York policies.

In addition, our subsidiary, Cosi Agency, Inc. ("Cosi"), a multi-state licensed general agency, receives commission revenue from KICO for the policies it places with others and pays commissions to these agencies. Cosi retains the profit between the commission revenue received and the commission expense paid ("Net Cosi Revenue"). Commission expense is reduced by Net Cosi Revenue. Cosi-related operating expenses are minimal and are included in other operating expenses.

We derive substantially all of our revenue from KICO, which includes revenues from earned premiums, ceding commissions from quota share reinsurance, net investment income generated from its portfolio, and net realized gains and losses on investment securities. All of KICO's insurance policies are written for a one year term. Earned premiums represent premiums received from insureds, which are recognized as revenue over the period of time that insurance coverage is provided (i.e., ratably over the one year life of the policy). A significant period of time can elapse from the receipt of insurance premiums to the payment of insurance claims. During this time, KICO invests the premiums, earns investment income and generates net realized and unrealized investment gains and losses on investments. The Holding Company earns investment income from its cash holdings.

Our expenses include the insurance underwriting expenses of KICO and other operating expenses. Insurance companies incur a significant amount of their total expenses from losses incurred by policyholders, which are referred to as claims. In settling these claims, various loss adjustment expenses ("LAE") are incurred such as insurance adjusters' fees and legal expenses. In addition, insurance companies incur policy acquisition costs. Policy acquisition costs include commissions paid to producers, premium taxes, and other expenses related to the underwriting process, including employees' compensation and benefits.

Other operating expenses include our corporate expenses as a holding company. These corporate expenses include legal and auditing fees, executive employment costs and equity compensation, directors' fees, and other costs directly associated with being a public company.

Principal Revenue and Expense Items

Net premiums earned: Net premiums earned is the earned portion of our written premiums, less that portion of premium that is ceded to third party reinsurers under reinsurance agreements. The amount ceded under these reinsurance agreements is based on a contractual formula contained in the individual reinsurance agreement. Insurance premiums are earned on a pro rata basis over the term of the policy. At the end of each reporting period, premiums written that are not earned are classified as unearned premiums and are earned in subsequent periods over the remaining term of the policy. Our insurance policies have a term of one year. Accordingly, for a one-year policy written on July 1, 2025, we would earn half of the premiums in 2025 and the other half in 2026.

Ceding commission revenue: Commissions on reinsurance premiums ceded to quota share treaties are earned in a manner consistent with the recognition of the direct acquisition costs of the underlying insurance policies, generally on a pro-rata basis over the terms of the policies reinsured.

Net investment income and net gains (losses) on investments: We invest in cash and cash equivalents, short-term investments, fixed-maturity and equity securities, and other investments. Our net investment income includes interest and dividends earned on our invested assets, less investment expenses. Net realized gains and losses on our investments are reported separately from our net investment income. Net realized gains occur when our investment securities are sold for more than their costs or amortized costs, as applicable. Net realized losses occur when our investment securities are sold for less than their costs or amortized costs, as applicable, or are written down as a result of other-than-temporary impairment. We classify our fixed-maturity securities as either available-for-sale or held-to-maturity. Net unrealized gains

(losses) on those securities classified as available-for-sale are reported separately within accumulated other comprehensive (loss) income on our balance sheet while our equity securities and other investments report changes in fair value through earnings. See Note 2 in the accompanying consolidated financial statements for a further discussion of our accounting policies following Item 16 of this Annual Report.

Other income: We recognize installment fee income and fees charged to reinstate a policy after it has been cancelled for non-payment.

Loss and loss adjustment expenses incurred: Loss and LAE incurred represent our largest expense item, and for any given reporting period include estimates of future claim payments, changes in those estimates from prior reporting periods and costs associated with investigating, defending and servicing claims. These expenses fluctuate based on the amount and types of risks we insure. We record loss and LAE related to estimates of future claim payments based on case-by-case valuations, statistical analyses and actuarial procedures. We seek to establish all reserves at the most likely ultimate liability based on our historical claims experience. It is typical for certain claims to take several years to settle and we revise our estimates as we receive additional information on such claims. Our ability to estimate loss and LAE accurately at the time of pricing our insurance policies is a critical factor affecting our profitability.

Commission expenses and other underwriting expenses: Other underwriting expenses include policy acquisition costs and other expenses related to the underwriting of policies. Policy acquisition costs represent the costs of originating new insurance policies that vary with, and are primarily related to, the production of insurance policies (principally commissions, premium taxes and certain underwriting salaries). Policy acquisition costs are deferred and recognized as expense as the related premiums are earned. Other underwriting expenses represent general and administrative expenses of our insurance business and are comprised of other costs associated with our insurance activities such as regulatory fees, telecommunication and technology costs, occupancy costs, employment costs, and legal and auditing fees.

Other operating expenses: Other operating expenses include the corporate expenses of our holding company, Kingstone Companies, Inc. These expenses include executive employment costs, legal and auditing fees, and other costs directly associated with being a public company.

Stock-based compensation: Non-cash equity compensation includes the fair value of stock grants issued to our directors, officers and employees, and amortization of stock options issued to the same.

Depreciation and amortization: Depreciation and amortization includes the amortization of intangibles related to the acquisition of KICO, depreciation of the real estate used in KICO's operations, as well as depreciation of capital expenditures for information technology projects, office equipment and furniture.

Interest expense: Interest expense represents amounts we incur on our outstanding indebtedness at the applicable interest rates. Interest expense also includes amortization of debt discount and issuance costs.

Income tax expense: We incur federal income tax expense on our consolidated statement of operations as well as state income tax expense for our non-insurance underwriting subsidiaries.

Product Lines

Our product lines include the following:

Personal lines: Our largest line of business is personal lines, consisting of homeowners, dwelling fire, cooperative/condominium, renters, and personal umbrella policies.

Commercial liability: Through July 2019, we offered businessowners policies, which consist primarily of small business retail, service, and office risks, with limited property exposures. We also wrote artisan's liability policies for small independent contractors with smaller sized workforces. In addition, we wrote special multi-peril policies for larger and more specialized businessowners risks, including those with limited residential exposures. Further, we offered commercial umbrella policies written above our supporting commercial lines policies.

In May 2019, due to the poor performance of this line we placed a moratorium on new commercial lines and new commercial umbrella submissions while we further reviewed this business. In July 2019, due to the continuing poor performance of these lines, we made the decision to no longer underwrite commercial lines or commercial umbrella risks. In-force policies as of July 31, 2019 for these lines were non-renewed at the end of their annual terms. As of December 31, 2025 and 2024, there were no commercial liability policies in-force. As of December 31, 2025, these expired policies

represent approximately 12.5% of loss and LAE reserves net of reinsurance recoverables. See discussion below under "Additional Financial Information".

Livery physical damage: We write for-hire vehicle physical damage only policies for livery and car service vehicles and taxicabs. These policies insure only the physical damage portion of insurance for such vehicles, with no liability coverage included.

Other: We write canine legal liability policies and have a small participation in mandatory state joint underwriting associations.

Key GAAP and Non-GAAP Measures

We utilize the following key GAAP and non-GAAP measures in analyzing the results of our insurance underwriting business. See "Non-GAAP Financial Measures" for a reconciliation of the below non-GAAP measures to the most directly comparable GAAP measure:

Direct written premiums; net written premiums: Direct written premiums is a non-GAAP measure, which represent the total premiums charged on policies issued by an insurance company during the respective fiscal period. Net written premiums is a non-GAAP measure, which are direct written premiums less premiums ceded to reinsurers. Net premiums earned, the GAAP measure most comparable to direct written premiums and net written premiums, are net written premiums that are pro-rata earned during the fiscal period presented. All of our policies are written for a twelve-month period. Management uses direct written premiums and net written premiums, along with other measures, to gauge our performance and evaluate results. Direct written premiums and net written premiums are provided as supplemental information, not as a substitute for net premiums earned, and do not reflect the Company's net premiums earned.

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

Underlying loss ratio: The underlying loss ratio is a non-GAAP ratio, which is computed as the GAAP net loss ratio excluding the effect of prior year loss reserve development and catastrophe losses. Management believes that this ratio is useful to investors, and it is used by management to reveal the trends in our business that may be obscured by prior year loss reserve development and catastrophe losses. Catastrophe losses cause our loss ratios to vary significantly between periods as a result of their incidence of occurrence and magnitude and can have a significant impact on the net loss ratio. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is the net loss ratio. The underlying loss ratio should not be considered a substitute for the net loss ratio and does not reflect our net loss ratio.

Net loss ratio excluding the effect of catastrophes: The net loss ratio excluding the effect of catastrophes is a non-GAAP ratio, which is computed as the difference between the GAAP net loss ratio and the effect of catastrophes on the net loss ratio. Management believes that this ratio is useful to investors, and it is used by management to reveal the trends in our business that may be obscured by catastrophe losses. Catastrophe losses cause our net loss ratios to vary significantly between periods as a result of their incidence of occurrence and magnitude and can have a significant impact on the net loss ratio. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is the net loss ratio. The net loss ratio excluding the effect of catastrophes should not be considered a substitute for the net loss ratio and does not reflect our net loss ratio.

Net loss ratio excluding commercial lines business: The net loss ratio excluding commercial lines business is a non-GAAP ratio, which is computed as the difference between the GAAP net loss ratio and the effect of commercial lines on the net loss ratio. Management believes that this ratio is useful to investors, and it is used by management to reveal the trends in our business that may be obscured by losses from commercial lines business. Our commercial lines business has been in run-off effective July 2019. Commercial lines losses cause our net loss ratios to vary between periods as a result of changes to their loss reserves during the run-off period and have an impact on the net loss ratio. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is the net loss ratio. The net loss ratio excluding commercial lines business should not be considered a substitute for the net loss ratio and does not reflect our net loss ratio.

Net underwriting expense ratio: The net underwriting expense ratio is a measure of an insurance company's operational efficiency in administering its business. Expressed as a percentage, this is the ratio of the sum of acquisition costs (the most significant being commissions paid to our producers) and other underwriting expenses less ceding commission revenue less other income to net premiums earned.

Net underwriting expense ratio excluding the effect of catastrophes: The net underwriting expense ratio excluding the effect of catastrophes is a non-GAAP ratio, which is computed as the difference between the GAAP net underwriting expense ratio and the effect of catastrophes on the net underwriting expense ratio. Management believes that this ratio is useful to investors, and it is used by management to reveal the trends in our business that may be obscured by catastrophe losses. Catastrophe losses cause our net underwriting expense ratios to vary significantly between periods as a result of their incidence of occurrence and magnitude and can have a significant impact on the underwriting expense ratio. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is the net underwriting expense ratio. The net underwriting expense ratio excluding the effect of catastrophes should not be considered a substitute for the net underwriting expense ratio and does not reflect our net underwriting expense ratio.

Net combined ratio: The net combined ratio is a measure of an insurance company's overall underwriting profit. This is the sum of the net loss and net underwriting expense ratios. If the net combined ratio is at or above 100 percent, an insurance company cannot be profitable without investment income, and may not be profitable if investment income is insufficient.

Net combined ratio excluding the effect of catastrophes: The net combined ratio excluding the effect of catastrophes is a non-GAAP ratio, which is computed as the difference between the GAAP combined ratio and the effect of catastrophes on the net combined ratio. Management believes that this ratio is useful to investors, and it is used by management to reveal the trends in our business that may be obscured by catastrophe losses. Catastrophe losses cause our net combined ratios to vary significantly between periods as a result of their incidence of occurrence and magnitude and can have a significant impact on the net combined ratio. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is the net combined ratio. The net combined ratio excluding the effect of catastrophes should not be considered a substitute for the net combined ratio and does not reflect our net combined ratio.

Underwriting income: Underwriting income is net pre-tax income attributable to our insurance underwriting business before investment activity. It excludes net investment income, net realized gains from investments, and depreciation and amortization (net premiums earned less expenses included in combined ratio). Underwriting income is a measure of an insurance company's overall operating profitability before items such as investment income, depreciation and amortization, interest expense and income taxes.

Net income from insurance underwriting business on a standalone basis: Net income from insurance underwriting business on a standalone basis is a non-GAAP measure, which is computed as GAAP net income without the effect of holding company operations on GAAP net income. Management believes that this measure is useful to investors, and it is used by management to reveal the trends in our insurance underwriting business that may be obscured by holding company operations. Holding company operations cause our GAAP net income to vary significantly between periods as a result of their magnitude and can have a significant impact on GAAP net income. Management believes that this measure is useful for investors to evaluate this component separately when reviewing our underwriting performance. The most directly comparable GAAP measure is GAAP net income. Net income from insurance underwriting business on a standalone basis should not be considered a substitute for GAAP net income and does not reflect our GAAP net income.

Critical Accounting Estimates

Our consolidated financial statements include the accounts of Kingstone Companies, Inc. and all majority-owned and controlled subsidiaries. The preparation of financial statements in conformity with GAAP requires our management to make estimates and assumptions in certain circumstances that affect amounts reported in our consolidated financial statements and related notes. In preparing these consolidated financial statements, our management has utilized information including our past history, industry standards, and the current economic environment, and other factors, in forming its estimates and judgments of certain amounts included in the consolidated financial statements, giving due consideration to materiality. It is possible that the ultimate outcome as anticipated by our management in formulating its estimates in these financial statements may not materialize.

Application of the critical accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ from these estimates. In addition, other companies may utilize different estimates, which may impact comparability of our results of operations to those of similar companies.

See below a description of these critical accounting estimates. Also, see Note 2 to the consolidated financial statements following Item 16 of this Annual Report.

Loss and Loss Adjustment Expense Reserves

Property and casualty loss and loss adjustment expense (“LAE”) reserves are established to provide for the estimated cost of settling both reported (“case”) and incurred but not reported (“IBNR”) claims and claims adjusting expenses. The liability for these reserves is estimated on an undiscounted basis, using individual case-basis valuations and paid claims, pending claims, statistical analyses and various actuarial reserving methodologies. Due to the inherent uncertainty of the reserve process, actual loss costs could vary significantly compared to estimated loss costs. The below table provides detail of our reserves as of December 31, 2025 and 2024:

(\$ in thousands)	As of December 31, 2025			As of December 31, 2024		
	Gross	Ceded	Net	Gross	Ceded	Net
Case loss	\$ 75,385	\$ 20,749	\$ 54,636	\$ 64,087	\$ 17,721	\$ 46,366
Case LAE	7,459	1,812	5,646	6,563	1,426	5,137
IBNR loss	38,794	8,277	30,517	38,681	10,661	28,020
IBNR LAE	18,901	2,394	16,507	16,879	2,514	14,365
Total	\$ 140,539	\$ 33,232	\$ 107,306	\$ 126,210	\$ 32,322	\$ 93,888

(Components may not sum due to rounding)

Case Reserves – Reserves for reported losses are based on an estimate of ultimate loss costs of an individual claim derived from individual case-basis valuations, actual claims paid, pending claims, statistical analyses and various actuarial reserving methodologies.

IBNR Reserves – IBNR reserves are estimates of claims that have occurred but as to which we have not yet been notified to establish the case reserve. IBNR is determined using historical information aggregated by line of insurance and adjusted to current conditions.

Reinsurance

We purchase reinsurance to manage our underwriting risk on certain policies. Reinsurance receivables represent management’s best estimate of loss and LAE recoverable from reinsurers. Reinsurance receivables are estimated using the same methodologies as loss and LAE reserves. Changes in the methods and assumptions used could result in significant variances between actual and estimated losses.

Deferred Income Taxes

Our effective tax rate is based on GAAP income at statutory tax rates, adjusted for non-taxable and non-deductible items, and tax credits. Changes in estimates used in preparing the consolidated statements of operations and comprehensive income (loss) could result in significant changes to our deferred tax asset or liability.

Deferred tax assets or liabilities are recognized for estimated future tax consequences which result in differences between the financial statement carrying amounts of assets and liabilities and their respective tax basis. These assets and liabilities are carried at the enacted tax rates expected to apply when the asset or liability is expected to be recovered or settled. Changes in estimates and assumptions in the consolidated statements of operations and comprehensive income (loss), or changes in the enacted tax rate, could result in significant variances between our carried deferred tax and tax recognized on the recovery or settlement of the asset or liability.

Investments

Bonds are classified as held-to-maturity (“HTM”) or available-for-sale (“AFS”), and stocks are generally classified as AFS. Investments classified as HTM are carried at amortized cost, which requires very little judgement. Investments classified as AFS are generally carried at fair value with an unrealized gain/loss recorded in income. Actual results could vary significantly from the fair values recognized in the Consolidated Statements of Income and Comprehensive Income.

Policies in Force and Direct Written Premiums

See the tables below for our policies in force as of December 31, 2025 and 2024 and direct written premiums for the years ended December 31, 2025 and 2024, respectively. For the year ended December 31, 2025, our direct written premiums¹ increased by 14.8% compared to the same period in 2024, while policies in force increased by 3.6% as of December 31, 2025 as compared to December 31, 2024.

	As of December 31,			
	2025	2024	Change	Percent
Policies In Force	80,432	77,656	2,776	3.6 %

(000's except percentages)	Years Ended December 31,			
	2025	2024	Change	Percent
Direct written premiums ¹	\$ 277,801	\$ 241,980	\$ 35,821	14.8%

¹ Direct written premiums is a non-GAAP measure defined above under "Key GAAP and Non-GAAP Measures". See "Non-GAAP Financial Measures" below for the reconciliation of direct written premiums to the GAAP measure of net premiums earned.

Change in Market Dynamics (underway), and 5-Year Growth Plan (underway)

- Change in Market Dynamics

On August 2, 2024, two large competitors announced a plan to wind down their personal lines operations in New York State and to non-renew or mid-term cancel their entire book of business before year end 2024. The policyholders of such competitors needed to find alternative coverage. Beginning in the quarter ended September 30, 2024, we began seeing a sizable increase in our policies in force and direct written premiums from these non-renewed and cancelled policies. We refer to this new business as a Change in Market Dynamics.

On April 14, 2025, KICO entered into an agreement to offer a quote for a replacement policy to selected homeowners policyholders in Downstate New York as one of our competitors pivoted focus away from admitted personal lines business (the "Withdrawal Plan"). The Withdrawal Plan, which includes this transaction, has been approved by the DFS. This competitor wrote approximately \$70 million in written premium. The Withdrawal Plan has enabled KICO to work with new distribution partners to further increase its footprint in Downstate New York by offering an alternative policy to selected homeowners policyholders with effective dates that started in late third quarter of 2025. This transaction is being handled in a similar manner to the Change in Market Dynamics, except that we are streamlining the process by providing a quote for eligible policyholders to our producers.

- 5-Year Growth Plan

We recently announced our 5-year goal of \$500 million in direct written premium (the "5-Year Growth Plan"), effectively doubling the size of our company relative to today. We are diligently working on a strategic plan that outlines how we will achieve this goal through a combination of organic initiatives and strategic inorganic opportunities in our core state of New York along with measured geographic expansion into new states. We intend to maintain our focus on our core expertise of insuring catastrophe-exposed properties.

Relative to geographic expansion, we have conducted a thorough study of selected geographies and states with the help of industry-leading third-party advisors and overlaid important lessons learned from our past challenges to ensure that we do not face such challenges again. We plan to pursue prudent growth at a measured pace in our chosen new states, testing and validating rate adequacy commensurate with risk factors in the new geographies. Our current plan is to go live in California and Connecticut in 2026, and two additional states in 2027.

Consolidated Results of Operations

The following table summarizes the changes in the results of our operations for the periods indicated:

(\$ in thousands)	Years ended December 31,			
	2025	2024	Change	Percent
Revenues				
Direct written premiums (1)	\$ 277,801	\$ 241,980	\$ 35,821	14.8 %
Ceded written premiums				
Ceded to quota share treaties (2)	23,828	50,539	(26,711)	(52.9%)
Ceded to excess of loss treaties	6,391	6,417	(26)	(0.4%)
Ceded to catastrophe treaties	33,863	30,794	3,069	10.0%
Total ceded written premiums	64,082	87,750	(23,668)	(27.0%)
Net written premiums (1)	213,719	154,230	59,489	38.6 %
Change in unearned premiums				
Direct and assumed	(19,326)	(29,080)	9,754	33.5 %
Ceded to quota share treaties (2)	(7,266)	3,348	(10,614)	NM
Change in net unearned premiums	(26,592)	(25,732)	(860)	(3.3%)
Premiums earned				
Direct and assumed	258,474	212,900	45,574	21.4%
Ceded to reinsurance treaties	(71,348)	(84,402)	13,054	15.5 %
Net premiums earned	187,127	128,498	58,629	45.6%
Ceding commission revenue (2)	15,675	18,838	(3,163)	(16.8%)
Net investment income	9,799	6,824	2,975	43.6%
Net (losses) gains on investments	(310)	415	(725)	174.7%
Gain on sale of real estate	1,966	—	1,966	NM
Other income	611	568	43	7.6 %
Total revenues	214,867	155,142	59,725	38.5%
Expenses				
Loss and loss adjustment expenses				
Direct and assumed:				
Loss and loss adjustment expenses excluding the effect of catastrophes	100,708	79,472	21,236	26.7 %
Losses from catastrophes (3)	2,578	3,389	(811)	(23.9) %
Total direct and assumed loss and loss adjustment expenses	103,286	82,861	20,425	24.6 %
Ceded loss and loss adjustment expenses:				
Loss and loss adjustment expenses excluding the effect of catastrophes	18,615	19,292	(677)	(3.5%)
Losses from catastrophes (3)	405	935	(530)	(56.7) %
Total ceded loss and loss adjustment expenses	19,020	20,226	(1,206)	(6.0%)
Net loss and loss adjustment expenses:				
Loss and loss adjustment expenses excluding the effect of catastrophes	82,093	60,181	21,912	36.4 %
Losses from catastrophes (3)	2,173	2,454	(281)	(11.5%)
Net loss and loss adjustment expenses	84,266	62,635	21,631	34.5 %
Commission expense	40,727	33,929	6,798	20.0 %
Other underwriting expenses	31,719	25,693	6,026	23.5 %
Other operating expenses	4,105	3,635	470	12.9 %
Depreciation and amortization	2,560	2,449	111	4.5 %
Interest expense	445	3,514	(3,069)	(87.3%)
Total expenses	163,822	131,854	31,968	24.2 %
Income before taxes	51,046	23,288	27,758	119.2%
Income tax expense	10,279	4,930	5,349	108.5%
Net income	\$ 40,767	\$ 18,358	\$ 22,409	122.1%

(Columns in the table above may not sum to totals due to rounding)

- (1) Direct written premiums and net premiums written are non-GAAP measures, defined above under "Key GAAP and Non-GAAP Measures", and reconciled in the table herein to the GAAP measure of net premiums earned.
- (2) For the year ended December 31, 2024, our personal lines business was subject to a 27% quota share treaty, expiring on January 1, 2025, which included a runoff of a 3.0% portion of the prior quota share reinsurance treaty through the remainder of 2024. Effective January 1, 2025, we entered into a 16% personal lines quota share treaty, under a cutoff basis.
- (3) For the year ended December 31, 2025 and 2024 include catastrophe losses, which are defined as losses from an event for which a catastrophe bulletin and related serial number has been issued by the Property Claims Services (PCS) unit of the Insurance Services Office (ISO). PCS catastrophe bulletins are issued for events that cause more than \$25 million in total insured losses and affect a significant number of policyholders and insurers.

	Years Ended December 31,			
	2025	2024	Percentage Point Difference	Percent Change
Key ratios:				
Net loss ratio	45.0%	48.7%	(3.7)	(7.6)%
Net underwriting expense ratio	30.0%	31.3%	(1.3)	(4.2)%
Net combined ratio	75.0%	80.0%	(5.0)	(6.3)%

Direct Written Premiums(1)

Direct written premiums during the year ended December 31, 2025 ("Year Ended 2025") were \$277,801,000 compared to \$241,980,000 during the year ended December 31, 2024 ("Year Ended 2024"). The increase of \$35,821,000, or 14.8%, was primarily due to an increase in premiums from our personal lines business. Direct written premiums from our personal lines business for Year Ended 2025 were \$263,188,000, an increase of \$35,545,000, or 15.6%, from \$227,643,000 in Year Ended 2024. The 15.6% increase in premiums from our personal lines business was primarily due to the organic growth from the Change in Market Dynamics in the New York market and to a lesser extent an increase in rates primarily from an increase in replacement costs.

Direct written premiums from our livery physical damage business for Year Ended 2025 were \$14,550,000, an increase of \$302,000, or 2.1%, from \$14,248,000 in Year Ended 2024. The growth in direct written premiums for livery physical damage reflects increased vehicle valuations and an increase from the removal of underwriting restrictions on electric vehicles until after receiving adequate rate approval in July 2024.

(1) Direct written premiums is a non-GAAP measure defined above under "Key GAAP and Non-GAAP Measures", and reconciled in the table above to the GAAP measure of net premiums earned.

Net Written Premiums and Net Premiums Earned

Net Written Premiums(1) and Net Premiums Earned

Net written premiums increased \$59,489,000, or 38.6%, to \$213,719,000 in Year Ended 2025 from \$154,230,000 in Year Ended 2024. Net written premiums include direct premiums, less the amount of written premiums ceded under our reinsurance treaties (quota share, excess of loss, and catastrophe). The increase in Year Ended 2025 was primarily due to the additional premiums due to the organic growth from the Change in Market Dynamics in the New York market and to a lesser extent an increase in rates primarily from an increase in replacement costs, and changes to our personal lines quota share reinsurance treaty. See "Quota share reinsurance treaties" discussion below.

(1) Net written premiums is a non-GAAP measure, defined above under "Key GAAP and Non-GAAP Measures", and reconciled in the table above to the GAAP measure of net premiums earned.

Quota share reinsurance treaties

Effective January 1, 2024, we entered into a 27% quota share reinsurance treaty for our personal lines business, covering the period from January 1, 2024 through January 1, 2025 ("2024/2025 Treaty"). Upon expiration of the 2024/2025 Treaty on January 1, 2025, we entered into a new 16% quota share reinsurance treaty for our personal lines business, covering the period from January 1, 2025 through January 1, 2026 ("2025/2026 Treaty"). Our personal lines business was subject to the 2025/2026 Treaty in Year Ended 2025, and the 2024/2025 Treaty in Year Ended 2024. In Year Ended 2025, our premiums ceded under quota share treaties decreased by \$26,711,000 in comparison to premiums ceded under quota share treaties in Year Ended 2024 (see table above). The decrease in Year Ended 2025 was attributable to the decrease in the quota share ceding percentage rate, offset by an increase in direct written premiums subject to the 2025/2026 Treaty compared to direct written premiums subject to the 2024/2025 Treaty. The inception of the 2025/2026 Treaty was recorded as a cutoff, resulting in the return of \$11,471,000 from reinsurers to us of previously ceded written premiums that were unearned as of January 1, 2025.

Excess of loss reinsurance treaties

In Year Ended 2025, our ceded excess of loss reinsurance premiums decreased \$26,000 compared to the ceded excess of loss premiums for Year Ended 2024. Effective January 1, 2024, we entered into an underlying excess of loss reinsurance treaty (the "Underlying XOL Treaty") covering the period from January 1, 2024 through January 1, 2025. The Underlying XOL Treaty provided 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Losses from named storms were excluded from the Underlying XOL Treaty. Effective January 1, 2025, the Underlying XOL Treaty was renewed covering the period from January 1, 2025 through June 30, 2026. The Underlying XOL Treaty, combined with the excess of loss treaty, provided 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000, together with facultative coverage. Retention was increased to \$715,000 from \$640,000 under the 2025/2026 Treaty. Under the 2026/2027 Treaty, retention was increased to \$825,000 from \$715,000.

Catastrophe reinsurance treaties

Most of the premiums written under our personal lines policies are also subject to our catastrophe reinsurance treaties. An increase in our personal lines business historically gave rise to more property exposure, which increased our exposure to catastrophe risk; therefore, our premiums ceded under catastrophe treaties would increase. An increase in our personal lines business historically resulted in an increase in premiums ceded under our catastrophe treaties if reinsurance rates were stable or were increasing. With regard to treaties entered into on July 1, 2025 ("2025/2026 Catastrophe Treaty") and 2024 ("2024/2025 Catastrophe Treaty"), we recorded our catastrophe premiums written for the entire treaty period covering July 1 through June 30, resulting in the entire annual premium written being recorded in the third quarter of 2025 and 2024. The 2025/2026 Catastrophe Treaty covers 80% of losses on the first layer of \$5,000,000 in excess of \$5,000,000 (Catastrophe coverage of \$4,000,000), and losses of \$435,000,000 in excess of \$5,000,000 (Catastrophe coverage of \$430,000,000), for a total catastrophe coverage of \$434,000,000. The 2024/2025 Catastrophe Treaty covered 80% of losses on the first layer of \$5,000,000 in excess of \$5,000,000 (Catastrophe coverage of \$4,000,000), and losses of \$275,000,000 in excess of \$10,000,000 (Catastrophe coverage of \$265,000,000), for a total catastrophe coverage of \$269,000,000. Catastrophe coverage under the 2025/2026 Catastrophe Treaty increased by \$165,000,000 compared to the 2024/2025 Catastrophe Treaty. In Year Ended 2025, our premiums ceded under our catastrophe treaties increased by \$3,069,000 in comparison to premiums ceded under catastrophe treaties in Year Ended 2024 (see table above). The increase in Year Ended 2025 was primarily attributable to the \$169,000,000 increase in catastrophe coverage discussed above.

Net premiums earned

Net premiums earned increased \$58,629,000 or 45.6% to \$187,127,000 in Year Ended 2025 compared to \$128,498,000 in Year Ended 2024. The increase was due to the 11 percentage point reduction in quota share rates discussed above, and the increase in premiums from the Change in Market Dynamics which began in the third quarter of 2024, partially offset by an increase in catastrophe premiums due to the increase in catastrophe coverage reflected in ceded catastrophe premiums earned, which increased the amount of growth in net premiums earned.

Ceding Commission Revenue

The following table summarizes the changes in the components of ceding commission revenue (in thousands) for the periods indicated:

(\$ in thousands)	Years ended December 31,			
	2025	2024	Change	Percent
Provisional ceding commissions earned	\$ 13,927	\$ 18,829	\$ (4,902)	(26.0%)
Contingent ceding commissions earned	1,748	9	1,739	NM
Total ceding commission revenue	\$ 15,675	\$ 18,838	\$ (3,163)	(16.8%)

NM = Not Meaningful

(Columns in the table above may not sum to totals due to rounding)

Ceding commission revenue was \$15,675,000 in Year Ended 2025 compared to \$18,838,000 in Year Ended 2024. The decrease of \$3,163,000 is explained below in the discussion of provisional ceding commissions earned and contingent ceding commissions earned.

Provisional Ceding Commissions Earned

In the Year Ended 2025, we earned provisional ceding commissions of \$13,927,000 from personal lines earned premiums ceded under the 2025/2026 Treaty, and in the Year Ended 2024, we earned provisional ceding commissions of \$18,829,000 from personal lines earned premiums ceded under the 2024/2025 Treaty. The decrease of \$4,902,000 in provisional ceding commissions earned was due to the decrease in premiums ceded under these treaties during the Year Ended 2025 compared to the Year Ended 2024, offset by an increase in ceding commission rates under the 2025/2026 Treaty. The decrease in the premiums ceded was due to a decrease in the quota share percentage from 27% in the Year Ended 2024 to 16% in the Year Ended 2025.

Contingent Ceding Commissions Earned

Under our 2025/2026 Treaty and prior years' quota share treaties before July 1, 2017, we received a contingent ceding commission based on a sliding scale of commission rates and ultimate treaty year loss ratio on the policies reinsured under this agreement based upon which contingent ceding commissions are earned. The sliding scale includes minimum and maximum commission rates in relation to specified ultimate loss ratio. The commission rate and contingent ceding commissions earned increase when the estimated ultimate loss ratio decreases and, conversely, the commission rate and contingent ceding commissions earned decrease when the estimated ultimate loss ratio increases. The lower the ceded loss ratio, the more contingent commission we received. The structure of the 2024/2025 Treaty called for a fixed provisional ceding commission with no opportunity to earn additional contingent ceding commissions. We earned \$1,748,000 of contingent ceding commissions due to both a decrease in the attritional and catastrophe loss ratios in the Year Ended 2025 as compared to \$9,000 earned in the Year Ended 2024.

Net Investment Income

Net investment income was \$9,799,000 in the Year Ended 2025 compared to \$6,824,000 in the Year Ended 2024, an increase of \$2,975,000, or 43.6%. The average yield on non-cash invested assets was 4.3% as of December 31, 2025 compared to 3.8% as of December 31, 2024

Cash and invested assets were \$321,867,000 as of December 31, 2025 compared to \$237,287,000 as of December 31, 2024, an increase of \$84,580,000.

Net Gains on Investments

Net (losses) on investments were \$(310,000) in the Year Ended 2025 compared to net gains of \$415,000 in the Year Ended 2024. Unrealized (losses) on our equity securities and other investments in the Year Ended 2025 were

\$(87,000), compared to unrealized gains of \$477,000 in the Year Ended 2024. Net realized (losses) on sales of investments were \$(223,000) in the Year Ended 2025 compared to net realized (losses) of \$(62,000) in the Year Ended 2024.

Gain on Sale of Real Estate

Gain on sale of real estate was \$1,966,000 in the Year Ended 2025 compared to \$0 in the Year Ended 2024. On March 19, 2025 one of our subsidiaries closed on the sale of our headquarters building in Kingston, New York, along with an adjacent mixed-use property (collectively, the "Property"). The purchase price for the Property was \$3,600,000. We are now renting a smaller facility in Kingston, New York.

Other Income

Other income was \$611,000 in the Year Ended 2025 compared to \$568,000 in the Year Ended 2024, an increase of \$43,000, or 7.6%.

Net Loss and LAE

Net loss and LAE was \$84,266,000 for the Year Ended 2025 compared to \$62,635,000 for the Year Ended 2024. The net loss ratio was 45.0% in the Year Ended 2025 compared to 48.7% in the Year Ended 2024, a decrease of 3.7 percentage points. The improvement in the net loss ratio was primarily driven by a decrease in the frequency of non-catastrophe losses and a decrease in catastrophe losses, both partially offset by less favorable prior accident year reserve development and an increase in severity from large losses. The total net catastrophe impact for the Year Ended 2025 was \$2,173,000, which contributed 1.2 points to the loss ratio. By comparison, the catastrophe impact for the Year Ended 2024 was 1.9 points. Favorable prior accident year development decreased the net loss ratio by 0.6 points during the Year Ended 2025 as compared to decreasing the net loss ratio by 1.4 points during the Year Ended 2024. In 2025, property claims overall developed better than expected, driven primarily by reserve takedowns on several large fire and water damage claims from accident years 2023 and 2024, resulting in favorable development. This favorable development was partially offset by increased reserves associated with liability claims, which reflect the inherent variability associated with liability claim settlement patterns. In 2024, the favorable development was primarily attributable to reserve takedowns on several large property losses from accident years 2022 and 2023, reflecting recoverable depreciation. This favorable impact was partially offset by strengthening of reserves for liability claims, particularly related to loss adjustment expenses.

The underlying loss ratio⁽¹⁾ (loss ratio excluding the impact of catastrophes and prior year development) was 44.4% for the Year Ended 2025, a decrease of 3.8 points from the 48.2% underlying loss ratio recorded for the Year Ended 2024. The improvement in the underlying loss ratio for the Year Ended 2025 as compared to the Year Ended 2024 was primarily due to an improvement in the frequency of losses which is the result of better performance of our Select product as well as our active efforts to manage less profitable lines of business. The favorable frequency for the Year Ended 2025 was partially offset by higher overall personal lines non-catastrophe severity, primarily driven by a greater impact from large losses.

(1) Underlying loss ratio is a non-GAAP ratio, which is computed as the GAAP net loss ratio excluding the effect of prior year loss reserve development and catastrophe losses. See "Non-GAAP Financial Measures" for the reconciliation of underlying loss ratio to the GAAP measure of net loss ratio.

See table below under "Additional Financial Information" summarizing net loss ratios by line of business.

Commission Expense

Commission expense was \$40,727,000 in the Year Ended 2025 or 15.8% of direct earned premiums. Commission expense was \$33,929,000 in the Year Ended 2024 or 15.9% of direct earned premiums. The increase of \$6,798,000 in the Year Ended 2025 compared to the Year Ended 2024 was primarily due to an increase in direct earned premiums of \$45,574,000 and an increase of \$313,000 contingent commission based on the profitability of the business.

Other Underwriting Expenses

Other underwriting expenses were \$31,719,000 in the Year Ended 2025 compared to \$25,693,000 in the Year Ended 2024. The increase of \$6,026,000, or 23.5%, was primarily due to increases in salaries and employment costs as described below; an increase in underwriting fees and premium taxes due to the growth in direct earned premiums; an increase in DFS regulatory fees; and an increase in professional fees. In addition, we realized a \$365,000 gain on the

commutations of prior years' quota share reinsurance treaties from a group of reinsurers, in the Year Ended 2024, with no such gain in the Year Ended 2025.

Our largest single component of other underwriting expenses is salaries and employment costs, with costs of \$15,681,000 in the Year Ended 2025 compared to \$13,143,000 in the Year Ended 2024. Salaries and employment costs were 8.4 points of the net underwriting expense ratio in the Year Ended 2025, a reduction of 1.8 points from 10.2 points in the Year Ended 2024 primarily due to the economies of scale with the increase in net premiums earned. The dollar increase in salaries and employment costs was due to annual salary increases, increase in profit sharing due to improvement in Company performance and strengthening of our professional team by investing in hiring talent with insurance industry experience due to the growth in premiums written and anticipated new business in accordance with our 5-Year Growth Plan.

Our net underwriting expense ratio in the Year Ended 2025 was 30.0% compared to 31.3% in the Year Ended 2024. The following table shows the individual components of our net underwriting expense ratio for the periods indicated:

	Years ended December 31,		Percentage Point Change
	2025	2024	
Other underwriting expenses			
Employment costs	8.4%	10.2%	(1.8)
Underwriting fees (inspections/surveys)	1.3	1.4	(0.1)
IT expenses	1.5	2.2	(0.7)
Professional fees	0.7	0.8	(0.1)
Other expenses	5.0	5.4	(0.4)
Total other underwriting expenses	16.9	20.0	(3.1)
Commission expense	21.8	26.4	(4.6)
Ceding commission revenue			
Provisional	(7.4)	(14.7)	7.3
Contingent	(0.9)	—	(0.9)
Total ceding commission revenue	(8.3)	(14.7)	6.4
Other income	(0.3)	(0.4)	0.1
Net underwriting expense ratio	30.0%	31.3%	(1.3)

(Components may not sum to totals due to rounding)

Other operating expenses were \$4,105,000 for the Year Ended 2025 compared to \$3,635,000 for the Year Ended 2024. The following table shows a breakdown of the significant components of other operating expenses for the periods indicated:

(\$ in thousands)	Years ended December 31,		Change	Percent
	2025	2024		
Other operating expenses				
Employment costs	\$ 232	\$ 325	\$ (93)	(28.6)%
Executive bonus	69	50	19	38.0
Equity compensation	1,482	1,383	99	7.2
Professional	673	381	292	76.6
Directors fees	486	376	110	29.3
Insurance	153	196	(43)	(21.9)
Loss on extinguishment of debt	175	297	(122)	(41.1)
Other expenses	835	627	208	33.2
Total other operating expenses	\$ 4,105	\$ 3,635	\$ 470	12.9 %

(Components may not sum to totals due to rounding)

The increase in the Year Ended 2025 of \$470,000, or 12.9%, as compared to the Year Ended 2024 was primarily due to an increase in professional fees, other expenses and equity compensation, partially offset by a decrease in employment costs and loss on extinguishment of debt. The increase in equity compensation is due to additional restricted stock awards granted to our senior leadership team as of December 31, 2025 pursuant to our employee bonus plan. The increase in professional fees is due to incurring additional expenses related to our upcoming requirement for the audit of our internal controls over financial reporting. The increase in other expenses in the Year Ended 2025 of \$208,000 represents \$219,000 of warrant costs following the exercise of the warrants in December 2025, compared to \$0 in the Year Ended 2024. The loss on extinguishment of debt is due to the balance of unamortized debt issue costs upon the prepayment of the 2024 Notes in the Year Ended 2025 and Year Ended 2024 as disclosed in Note 9 to the consolidated financial statements. The decrease in employment costs was due to fluctuations in deferred compensation liability in the Year Ended 2024 related to changes in the underlying invested portfolio. The deferred compensation plan was terminated in the Year Ended 2024.

Depreciation and Amortization

Depreciation and amortization was \$2,560,000 in the Year Ended 2025 compared to \$2,449,000 in the Year Ended 2024. The increase of \$111,000, or 4.5%, in depreciation and amortization was primarily due to the difference between additional depreciation on software acquired compared to software being fully depreciated.

Interest Expense

Interest expense in the Year Ended 2025 was \$445,000 compared to \$3,514,000 in the Year Ended 2024, a decrease of \$3,069,000 or 87.3%. In the Year Ended 2025 and the Year Ended 2024, as disclosed in Note 9 to the consolidated financial statements, we incurred interest expense in connection with the 2024 Notes and the 12.00% Senior Notes due 2024 (the "2022 Notes"), respectively. The 2022 Notes provided for interest at the rate of 12% per annum. In September 2024, in accordance with the 2024 Exchange Agreement, we paid \$5,000,000 of principal on the 2022 Notes, reducing the principal balance to \$14,950,000 from \$19,950,000. Under the 2024 Exchange Agreement, the balance of the 2022 Notes were exchanged for the 2024 Notes, which provided for interest at the rate of 13.75% per annum. Beginning in the third quarter of 2024 through February 2025, we paid optional principal amounts, reducing the balance of the 2024 Notes, and completely satisfying the obligation on February 24, 2025. In addition, we also incurred interest expense on the 2022 equipment financing.

Income Tax Expense

Income tax expense in the Year Ended 2025 was \$10,279,000, which resulted in an effective tax rate of 20.1%. Income tax expense in the Year Ended 2024 was \$4,930,000, which resulted in an effective tax rate of 21.2%. The difference in effective tax rate is due to the effect of permanent differences in the Year Ended 2025 compared to the Year Ended 2024. In the Year Ended 2025, the vesting of restricted stock awards resulted in an income tax benefit, due to the increase in the stock price on the vesting date as compared to the grant date, which had the effect of reducing the effective tax rate. In the Year Ended 2024, the vesting of restricted stock awards resulted in additional income tax, due to the decrease in the stock price on the vesting date as compared to the grant date, which had the effect of increasing the effective tax rate.

Net income was \$40,767,000 in the Year Ended 2025 compared to net income of \$18,358,000 in the Year Ended 2024. The increase in net income of \$22,409,000 was due to the items described above.

Additional Financial Information

We operate our business as one segment, property and casualty insurance. Within this segment, we offer an array of property and casualty policies to our producers. The following table summarizes gross and net premiums written, net premiums earned, and loss and loss adjustment expenses by major product type, which were determined based primarily on similar economic characteristics and risks of loss.

	Years Ended December 31,	
	2025	2024
Direct written premiums(1):		
Personal lines	\$ 263,187,529	\$ 227,642,802
Livery physical damage	14,549,889	14,248,462
Other(1)	63,212	88,673
Total direct written premiums(1)	<u>\$ 277,800,630</u>	<u>\$ 241,979,937</u>
Net premiums written(1):		
Personal lines	\$ 199,111,560	\$ 139,914,970
Livery physical damage	14,549,889	14,248,462
Other(2)	57,617	66,433
Total net premiums written	<u>\$ 213,719,066</u>	<u>\$ 154,229,865</u>
Net premiums earned:		
Personal lines	\$ 172,418,801	\$ 113,876,043
Livery physical damage	14,643,437	14,550,160
Other(2)	64,484	71,717
Total net premiums earned	<u>\$ 187,126,722</u>	<u>\$ 128,497,920</u>
Net loss and loss adjustment expenses(4):		
Personal lines	\$ 70,481,180	\$ 49,268,714
Livery physical damage	5,617,684	6,158,197
Other(2)	(128)	(34,237)
Unallocated loss adjustment expenses	5,986,975	4,926,243
Total without commercial lines	<u>82,085,711</u>	<u>60,318,917</u>
Commercial lines (in run-off effective July 2019)(2)	2,180,011	2,315,799
Total net loss and loss adjustment expenses	<u>\$ 84,265,722</u>	<u>\$ 62,634,716</u>
Net loss ratio(4):		
Personal lines	40.9%	43.3%
Livery physical damage	38.4%	42.3%
Other(1)	(0.2%)	(47.7%)
Total without commercial lines	43.9%	46.9%
Commercial lines (in run-off effective July 2019)(2)	na	na
Total	45.0%	48.7%

(1) Direct written premiums and net written premiums are non-GAAP measures, defined above under "Key GAAP and Non-GAAP Measures". See "Non-GAAP Financial Measures" below for the reconciliation of direct written premiums, and net written premiums to the GAAP measure of net premiums earned.

- (2) "Other" includes, among other things, premiums and loss and loss adjustment expenses from our participation in a mandatory state joint underwriting association and loss and loss adjustment expenses from commercial auto.
- (3) In July 2019, we stopped underwriting Commercial Liability risks. See discussions above regarding the discontinuation of this line of business.
- (4) See discussions above with regard to "Net Loss and LAE", as to catastrophe losses in the years ended December 31, 2025 and 2024.

Insurance Underwriting Business on a Standalone Basis(1)

Our insurance underwriting business reported on a standalone basis(1) for the years ended December 31, 2025 and 2024 follows:

	Years ended December 31,	
	2025	2024
Revenues		
Net premiums earned	\$ 187,126,722	\$ 128,497,920
Ceding commission revenue	15,674,971	18,837,946
Net investment income	9,798,764	6,823,590
Net (losses) gains on investments	(309,994)	359,490
Gain on sale of real estate	1,965,989	—
Other income	610,212	549,967
Total revenues	<u>214,866,664</u>	<u>155,068,913</u>
Expenses		
Loss and loss adjustment expenses	84,265,722	62,634,716
Commission expense	40,726,801	33,929,333
Other underwriting expenses	31,718,770	25,692,727
Depreciation and amortization	2,559,835	2,448,932
Interest expense	299,235	368,664
Total expenses	<u>159,570,363</u>	<u>125,074,372</u>
Income from operations	55,296,301	29,994,541
Income tax expense	11,460,903	6,412,686
Net income from insurance underwriting business on a standalone basis(1)	<u>\$ 43,835,398</u>	<u>\$ 23,581,855</u>
Key Measures:		
Net loss ratio	45.0%	48.7%
Net underwriting expense ratio	30.0%	31.3%
Net combined ratio	<u>75.0%</u>	<u>80.0%</u>
Reconciliation of net underwriting expense ratio:		
Acquisition costs and other underwriting expenses	\$ 72,445,571	\$ 59,622,060
Less: Ceding commission revenue	(15,674,971)	(18,837,946)
Less: Other income	(610,212)	(549,967)
Net underwriting expenses	<u>\$ 56,160,388</u>	<u>\$ 40,234,147</u>
Net premiums earned	<u>\$ 187,126,722</u>	<u>\$ 128,497,920</u>
Net Underwriting Expense Ratio	<u>30.0%</u>	<u>31.3%</u>

(1) Net income from insurance underwriting business on a standalone basis is a non-GAAP measure, which is computed as GAAP net income without the effect of holding company operations on GAAP net income. See "Non-GAAP Financial Measures" for the reconciliation of net income from insurance underwriting business on a standalone basis to the GAAP measure of net income.

An analysis of our direct, assumed and ceded earned premiums, loss and loss adjustment expenses, and loss ratios is shown below:

	Direct	Assumed	Ceded	Net
Year ended December 31, 2025				
Written premiums	\$ 277,800,630	\$ -	\$ (64,081,564)	\$ 213,719,066
Change in unearned premiums	(19,326,339)	-	(7,266,005)	(26,592,344)
Earned premiums	<u>\$ 258,474,291</u>	<u>\$ -</u>	<u>\$ (71,347,569)</u>	<u>\$ 187,126,722</u>
Loss and loss adjustment expenses excluding the effect of catastrophes				
	\$ 100,707,653	\$ -	\$ (18,614,871)	\$ 82,092,782
Catastrophe loss	2,577,920	-	(404,980)	2,172,940
Loss and loss adjustment expenses	<u>\$ 103,285,573</u>	<u>\$ -</u>	<u>\$ (19,019,851)</u>	<u>\$ 84,265,722</u>
Loss ratio excluding the effect of catastrophes(2)	39.0%	0.0%	26.1 %	43.9%
Catastrophe loss	1.0%	0.0%	0.6 %	1.2%
Loss ratio	<u>40.0%</u>	<u>0.0%</u>	<u>26.7 %</u>	<u>45.0%</u>
Year ended December 31, 2024				
Written premiums	\$ 241,979,937	\$ -	\$ (87,750,072)	\$ 154,229,865
Change in unearned premiums	(29,080,195)	-	3,348,250	(25,731,945)
Earned premiums	<u>\$ 212,899,742</u>	<u>\$ -</u>	<u>\$ (84,401,822)</u>	<u>\$ 128,497,920</u>
Loss and loss adjustment expenses excluding the effect of catastrophes				
	\$ 79,477,309	\$ -	\$ (19,296,752)	\$ 60,180,557
Catastrophe loss	3,388,937	-	(934,778)	2,454,159
Loss and loss adjustment expenses	<u>\$ 82,866,246</u>	<u>\$ -</u>	<u>\$ (20,231,530)</u>	<u>\$ 62,634,716</u>
Loss ratio excluding the effect of catastrophes(2)	37.3%	0.0%	22.9%	46.8%
Catastrophe loss	1.6%	0.0%	1.1%	1.9%
Loss ratio	<u>38.9%</u>	<u>0.0%</u>	<u>24.0%</u>	<u>48.7%</u>

(Percentage components may not sum to totals due to rounding)

The key measures for our insurance underwriting business for the years ended December 31, 2025 and 2024 are as follows:

	Years ended December 31,	
	2025	2024
Net premiums earned	\$ 187,126,722	\$ 128,497,920
Ceding commission revenue	15,674,971	18,837,946
Other income	610,212	549,967
Loss and loss adjustment expenses (1)	84,265,722	62,634,716
Acquisition costs and other underwriting expenses:		
Commission expense	40,726,801	33,929,333
Other underwriting expenses	31,718,770	25,692,727
Total acquisition costs and other underwriting expenses	72,445,571	59,622,060
Underwriting income	\$ 46,700,612	\$ 25,629,057
Key Measures:		
Net loss ratio excluding the effect of catastrophes(2)	43.8%	46.8%
Effect of catastrophe loss on net loss ratio (1)(2)	1.2%	1.9%
Net loss ratio	45.0%	48.7%
Net underwriting expense ratio excluding the effect of catastrophes(2)	30.0%	31.3%
Effect of catastrophe loss on net underwriting expense ratio(2)	0.0%	0.0%
Net underwriting expense ratio	30.0%	31.3%
Net combined ratio excluding the effect of catastrophes(2)	73.8%	78.1%
Effect of catastrophe loss on net combined ratio (1)(2)	1.2%	1.9%
Net combined ratio	75.0%	80.0%
Reconciliation of net underwriting expense ratio:		
Acquisition costs and other underwriting expenses	\$ 72,445,571	\$ 59,622,060
Less: Ceding commission revenue	(15,674,971)	(18,837,946)
Less: Other income	(610,212)	(549,967)
	\$ 56,160,388	\$ 40,234,147
Net earned premium	\$ 187,126,722	\$ 128,497,920
Net Underwriting Expense Ratio	30.0%	31.3%

(1) For the years ended December 31, 2025 and 2024, includes the sum of net catastrophe losses and loss adjustment expenses of \$2,172,940 and \$2,454,159, respectively.

(2) Net loss ratio excluding the effect of catastrophes is a non-GAAP ratio, which is computed as the difference between the GAAP net loss ratio and the effect of catastrophes on the net loss ratio. See "Non-GAAP Financial Measures" for the reconciliation of net loss ratio excluding the effect of catastrophes to the GAAP measure of net loss ratio. Net underwriting expense ratio excluding the effect of catastrophes is also a non-GAAP ratio, which is computed as the difference between the GAAP net underwriting expense ratio and the effect of catastrophes on the net underwriting expense ratio. See "Non-GAAP Financial Measures" for the reconciliation of net underwriting expense ratio excluding the effect of catastrophes to the GAAP measure of net underwriting expense ratio. Net combined ratio excluding the effect of catastrophes is also a non-GAAP

ratio, which is computed as the difference between the GAAP net combined ratio and the effect of catastrophes on the net combined ratio. See "Non-GAAP Financial Measures" for the reconciliation of net combined ratio excluding the effect of catastrophes to the GAAP measure of net combined ratio.

Investments

Portfolio Summary

The following table presents a breakdown of the amortized cost, estimated fair value, and unrealized gains and losses of our investments in fixed-maturity securities classified as available-for-sale as of December 31, 2025 and 2024:

Available-for-Sale Securities

Category	December 31, 2025					
	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	% of Estimated Fair Value
			Less than 12 Months	More than 12 Months		
U.S. Treasury securities and obligations of U.S. government corporations and agencies (1)	\$ 997,124	\$ 10,066	\$ —	\$ —	\$ 1,007,190	0.3%
Political subdivisions of States, Territories and Possessions	24,125,578	182,580	—	(2,534,725)	21,773,433	7.5%
Corporate and other bonds Industrial and miscellaneous	131,958,643	567,410	(118,901)	(2,540,470)	129,866,682	44.9%
Residential mortgage and other asset backed securities (1) (2)	139,656,710	1,273,816	(62,968)	(4,477,673)	136,389,885	47.2%
Total fixed-maturity securities	\$ 296,738,055	\$ 2,033,872	\$ (181,869)	\$ (9,552,868)	\$ 289,037,190	100.0%

December 31, 2024

Category	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	% of Estimated Fair Value
			Less than 12 Months	More than 12 Months		
Political subdivisions of States, Territories and Possessions	\$ 24,271,177	\$ —	\$ (73,589)	\$ (3,324,491)	\$ 20,873,097	11.2%
Corporate and other bonds Industrial and miscellaneous	112,507,436	—	(1,024,461)	(4,690,597)	106,792,378	57.1%
Residential mortgage and other asset backed securities (1) (2)	65,529,545	119,647	(209,890)	(6,211,339)	59,227,963	31.7%
Total fixed-maturity securities	<u>\$ 202,308,158</u>	<u>\$ 119,647</u>	<u>\$ (1,307,940)</u>	<u>\$ (14,226,427)</u>	<u>\$ 186,893,438</u>	<u>100.0%</u>

- (1) In October 2022, KICO placed certain U.S. Treasury securities to fulfill the required collateral for a sale leaseback transaction in a designated custodian account (see Note 7 – Debt - “Equipment Financing”). As of December 31, 2024, KICO had sold its U.S. Treasury securities and replaced a portion of its other fixed-maturity securities in the designated custodian account. As of December 31, 2025 and December 31, 2024, the amount of required collateral was approximately \$3,616,000 and \$5,308,000, respectively. As of December 31, 2025 and December 31, 2024, the estimated fair value of the eligible collateral was approximately \$3,616,000 and \$5,308,000 respectively.
- (2) KICO has placed certain residential mortgage backed securities as eligible collateral in a designated custodian account related to its membership in the Federal Home Loan Bank of New York (“FHLBNY”) (see Note 9 – Debt – “Federal Home Loan Bank”). The eligible collateral would be pledged to FHLBNY if KICO draws an advance from the FHLBNY credit line. As of December 31, 2025, the estimated fair value of the eligible investments was approximately \$9,598,000. KICO will retain all rights regarding all securities if pledged as collateral. As of December 31, 2025 and December 31, 2024 there was no outstanding balance on the FHLBNY credit line.

Equity Securities

The following table presents a breakdown of the cost and estimated fair value of, and gross gains and losses on, investments in equity securities as of December 31, 2025 and 2024:

Category	December 31, 2025				
	Cost	Gross Gains	Gross Losses	Estimated Fair Value	% of Estimated Fair Value
Equity Securities:					
Preferred stocks	\$ 9,750,322	\$ —	\$ (2,765,627)	\$ 6,984,695	69.5%
Fixed income exchange traded funds	3,711,232	—	(724,432)	2,986,800	29.7%
FHLBNY common stock	85,100	—	—	85,100	0.8%
Total	<u>\$ 13,546,654</u>	<u>\$ —</u>	<u>\$ (3,490,059)</u>	<u>\$ 10,056,595</u>	<u>100.0%</u>

December 31, 2024

Category	Cost	Gross Gains	Gross Losses	Estimated Fair Value	% of Estimated Fair Value
Equity Securities:					
Preferred stocks	\$ 9,750,322	\$ —	\$ (2,422,617)	\$ 7,327,705	71.2%
Fixed income exchange traded funds	3,711,232	—	(808,432)	2,902,800	28.2%
FHLBNY common stock	66,000	—	—	66,000	0.6%
Total	\$ 13,527,554	\$ —	\$ (3,231,049)	\$ 10,296,505	100.0%

Other Investments

The following table presents a breakdown of the cost and estimated fair value of, and gross gains on, our other investments as of December 31, 2025 and 2024:

Category	December 31, 2025			December 31, 2024		
	Cost	Gross Gains	Estimated Fair Value	Cost	Gross Gains	Estimated Fair Value
Other Investments:						
Hedge fund	\$ 1,987,040	\$ 2,565,338	\$ 4,552,378	\$ 1,987,040	\$ 2,393,616	\$ 4,380,656

Held-to-Maturity Securities

The following table presents a breakdown of the amortized cost and estimated fair value of, and gross unrealized gains and losses on, investments in held-to-maturity securities as of December 31, 2025 and 2024:

Category	December 31, 2025					
	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	% of Estimated Fair Value
			Less than 12 Months	More than 12 Months		
Held-to-Maturity Securities:						
U.S. Treasury securities	\$ 1,229,490	\$ —	\$ (3,070)	\$ (22,083)	\$ 1,204,337	23.4%
Exchange traded debt	304,111	—	—	(62,111)	242,000	4.7%
Corporate and other bonds						
Industrial and miscellaneous	4,508,747	—	—	(817,817)	3,690,930	71.8%
Total	\$ 6,042,348	\$ —	\$ (3,070)	\$ (902,011)	\$ 5,137,267	100.0%

December 31, 2024

Category	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	% of Estimated Fair Value
			Less than 12 Months	More than 12 Months		
Held-to-Maturity Securities:						
U.S. Treasury securities	\$ 1,229,170	\$ —	\$ (39,630)	\$ (15,990)	\$ 1,173,550	19.7%
Political subdivisions of States, Territories and Possessions	499,719	—	(654)	—	499,065	8.4%
Exchange traded debt	304,111	—	—	(55,611)	248,500	4.2%
Corporate and other bonds						
Industrial and miscellaneous	5,014,342	—	—	(976,192)	4,038,150	67.8%
Total	\$ 7,047,342	\$ —	\$ (40,284)	\$ (1,047,793)	\$ 5,959,265	100.0%

Held-to-maturity U.S. Treasury securities are held in trust pursuant to various states' minimum fund requirements.

A summary of the amortized cost and estimated fair value of our investments in held-to-maturity securities by contractual maturity as of December 31, 2025 and 2024 is shown below:

Remaining Time to Maturity	December 31, 2025		December 31, 2024	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Less than one year	\$ —	\$ —	\$ 499,719	\$ 499,065
One to five years	2,063,366	2,029,462	622,375	600,288
Five to ten years	—	—	1,427,579	1,323,600
More than 10 years	3,978,982	3,107,805	4,497,669	3,536,312
Total	\$ 6,042,348	\$ 5,137,267	\$ 7,047,342	\$ 5,959,265

Credit Rating of Fixed-Maturity Securities

The table below summarizes the credit quality of our available-for-sale fixed-maturity securities as of December 31, 2025 and 2024 as rated by Standard and Poor's (or, if unavailable from Standard and Poor's, then Moody's, Fitch, or Kroll):

	December 31, 2025		December 31, 2024	
	Estimated Fair Value	Percentage of Estimated Fair Value	Estimated Fair Value	Percentage of Estimated Fair Value
Rating				
U.S. Treasury securities	\$ 1,007,198	0.3%	\$ —	0.0%
Corporate and municipal bonds				
AAA	3,388,595	1.2%	3,232,352	1.7%
AA	18,728,005	6.5%	22,844,557	12.2%
A	72,631,685	25.1%	61,528,377	32.9%
BBB+	29,128,976	10.1%	20,827,660	11.1%
BBB	24,203,080	8.4%	13,933,733	7.5%
BBB-	1,958,225	0.7%	1,953,596	1.0%
BB	—	—%	991,550	0.5%
Total corporate and municipal bonds	150,038,566	52.0%	125,311,825	66.9%
Residential mortgage backed, asset backed, and other collateralized obligations				
AAA	50,779,398	17.6%	15,961,257	8.5%
AA	64,073,127	22.2%	34,893,057	18.7%
A	22,403,831	7.8%	9,927,371	5.3%
CCC	422,903	0.1%	372,787	0.2%
CC	—	0.0%	82,696	0.0%
Non rated	312,167	0.1%	344,445	0.2%
Total residential mortgage backed, asset backed, and other collateralized obligations	137,991,426	47.8%	61,581,613	32.9%
Total	\$ 289,037,190	100.0%	\$ 186,893,438	100.0%

The table below details the average yield by type of fixed-maturity security as of December 31, 2025 and 2024:

Category	December 31, 2025	December 31, 2024
U.S. Treasury securities and obligations of U.S. government corporations and agencies	3.84%	3.62%
Political subdivisions of States, Territories and Possessions	3.69%	3.85%
Corporate and other bonds Industrial and miscellaneous	4.19%	3.86%
Residential mortgage backed securities	4.44%	3.31%
Total	4.27%	3.68%

The table below lists the weighted average maturity and effective duration in years on our fixed-maturity securities as of December 31, 2025 and 2024:

	December 31, 2025	December 31, 2024
Weighted average effective maturity	11.2	7.6
Weighted average final maturity	15.0	11.0
Effective duration	4.4	3.9

Fair Value Consideration

As disclosed in Note 4 to the consolidated financial statements, with respect to “Fair Value Measurements,” we define fair value as the price that would be received to sell an asset or paid to transfer a liability in a transaction involving identical or comparable assets or liabilities between market participants (an “exit price”). The fair value hierarchy distinguishes between inputs based on market data from independent sources (“observable inputs”) and a reporting entity’s internal assumptions based upon the best information available when external market data is limited or unavailable (“unobservable inputs”). The fair value hierarchy prioritizes fair value measurements into three levels based on the nature of the inputs. Quoted prices in active markets for identical assets have the highest priority (“Level 1”), followed by observable inputs other than quoted prices including prices for similar but not identical assets or liabilities (“Level 2”), and unobservable inputs, including the reporting entity’s estimates of the assumption that market participants would use, having the lowest priority (“Level 3”). As of December 31, 2025 and 2024, 47% and 59%, respectively, of the investment portfolio recorded at fair value was priced based upon quoted market prices.

Liquidity and Capital Resources

Cash Flows

The primary sources of cash flow are from our insurance underwriting subsidiary, KICO, and include direct premiums written, ceding commissions from our quota share reinsurers, loss recovery payments from our reinsurers, investment income and proceeds from the sale or maturity of investments. Funds are used by KICO for ceded premium payments to reinsurers, which are paid on a net basis after subtracting losses paid on reinsured claims and reinsurance commissions. KICO also uses funds for loss payments and loss adjustment expenses on our net business, commissions to producers, salaries and other underwriting expenses as well as to purchase investments and fixed assets.

The primary source of cash flow for the Holding Company are dividends and distributions received from KICO, which are subject to statutory restrictions. For the Year Ended 2025, KICO paid dividends of \$7,950,000 to the Holding Company. As of December 31, 2025, the maximum dividends that KICO can pay to us is restricted to the lesser of 10% of statutory surplus as shown by its last statement on file with DFS, or 100% of net investment income of the preceding 36

months reduced by dividends paid during such period. As of December 31, 2025, the maximum allowable dividend that KICO may pay to KINS was \$1,969,796 without DFS approval.

KICO is a member of the FHLBNY, which provides additional access to liquidity. Members have access to a variety of flexible, low-cost funding through FHLBNY’s credit products, enabling members to customize advances. Advances are to be fully collateralized; eligible collateral to pledge to FHLBNY includes residential and commercial mortgage-backed securities, along with U.S. Treasury and agency securities. See Note 3 – Investments to our consolidated financial statements for eligible collateral held in a designated custodian account available for future advances. Advances are limited to 5% of KICO’s net admitted assets as of the end of the previous quarter, which is September 30, 2025. On July 6, 2023, A.M. Best withdrew KICO’s ratings as KICO requested to no longer participate in A.M. Best’s interactive rating process. As a result of the withdrawal of A.M. Best ratings, prior to April 15, 2025, KICO was only able to borrow on an overnight basis. Effective April 15, 2025, based on KICO’s credit rating from FHLBNY, KICO can now borrow for a term of up to five years. The maximum allowable advance as of December 31, 2025, based on the net admitted assets as of September 30, 2025, was approximately \$16,873,000. Available collateral as of December 31, 2025 was approximately \$9,598,000. Effective April 15, 2025, advances are limited to 91% of the amount of available collateral. Prior to April 15, 2025, advances were limited to 85% of the amount of available collateral. There were no borrowings under this facility during the years ended December 31, 2025 and 2024.

On April 5, 2024, we filed a shelf registration (the “Shelf Registration”) statement on Form S-3 with the SEC under the Securities Act of 1933, as amended, with regard to the registration of \$50,000,000 of our equity and debt securities (the “Shelf Registration Statement”). The Shelf Registration Statement was declared effective by the SEC on April 22, 2024. Any offering made pursuant to the Shelf Registration Statement may only be made by means of a prospectus, including a prospectus supplement, forming a part of the effective Shelf Registration Statement, relating to the offering.

In May 2024, we entered into a Sales Agreement with Janney Montgomery Scott LLC (the “Sales Agent”) under which we initially had the ability to issue and sell shares of our Common Stock, from time to time, through the Sales Agent, pursuant to the Shelf Registration Statement, up to an aggregate offering price of approximately \$16,400,000 in what is commonly referred to as an “at-the-market” (“ATM”) program. On January 7, 2025, we filed a prospectus supplement providing for a going forward aggregate offering price for the ATM program of \$25,000,000. During the year ended December 31, 2025, we sold 612,999 shares of our Common Stock at a weighted average price of \$16.00 per share and raised \$9,464,323 in net proceeds under the ATM program. As of December 31, 2025, we had remaining capacity to sell up to an additional \$15,945,937 of our Common Stock under the ATM program.

On September 12, 2024, we issued the 2024 Notes in the aggregate principal amount of \$14,950,000 pursuant to the 2024 Exchange Agreement. Beginning in the third quarter of 2024 through the first quarter of 2025, we paid optional principal amounts, reducing the balance of the 2024 Notes, and completely satisfying the obligation on February 24, 2025.

If the aforementioned sources of cash flow currently available are insufficient to cover our Holding Company cash requirements, we will seek to obtain additional financing.

Cash flow and liquidity are categorized into three sources: (1) operating activities; (2) investing activities; and (3) financing activities, which are shown in the following table:

<i>Years ended December 31,</i>	2025	2024
Cash flows provided by (used in):		
Operating activities	\$ 75,859,517	\$ 57,947,771
Investing activities	(92,856,302)	(35,261,441)
Financing activities	506,074	(2,993,887)
Net (decrease) increase in cash and cash equivalents	(16,490,711)	19,692,443
Cash and cash equivalents, beginning of period	28,669,441	28,669,441
Cash and cash equivalents, end of period	\$ 12,178,730	\$ 28,669,441

Net cash provided by operating activities was \$75,860,000 in the Year Ended 2025 as compared to \$57,948,000 provided by operating activities in the Year Ended 2024. The \$17,912,000 increase in cash flows provided by operating

activities in the Year Ended 2025 as compared to the Year Ended 2024 was primarily the result of an increase in net income (adjusted for non-cash items) of \$16,190,000 and cash provided from net fluctuations in operating assets and liabilities. The net fluctuations in assets and liabilities are related to operating activities of KICO as affected by growth or declines in its operations, payments on claims and other changes, which are described above.

Net cash used in investing activities was \$92,856,000 in the Year Ended 2025 compared to \$35,261,000 used in investing activities in the Year Ended 2024 resulting in a \$57,595,000 increase in net cash used in investing activities. In the Year Ended 2025 we had net cash used by our investment portfolio of \$93,649,000, compared to \$32,924,000 used in the Year Ended 2024. In the Year Ended 2025 one of our subsidiaries received gross proceeds of \$3,600,000 from the sale of real estate that was used as our headquarters building.

Net cash provided by financing activities was \$506,000 in the Year Ended 2025 compared to \$2,994,000 used in the Year Ended 2024. In the Year Ended 2025, we received net proceeds of \$9,470,000 from our ATM offering. This amount was offset primarily by principal payments of \$5,950,000 on our 2024 Notes, \$1,223,000 on our equipment financing debt in connection with KICO's sale-leaseback transaction, \$562,000 for withholding taxes paid on vested restricted stock awards and the exercise of stock options, and shareholder dividend payments of \$1,414,000. The principal payments on the 2024 Notes were made by using a portion of the net proceeds from our ATM offering. Net cash used in financing activities in the Year Ended 2024 were primarily principal payments of \$5,000,000 on our 2022 Notes, \$9,000,000 on our 2024 Notes, and \$1,154,000 principal payments on our equipment financing debt. The principal payments in the Year Ended 2024 on the 2024 Notes were made by using a portion of the \$13,611,000 net proceeds from our ATM offering.

Reinsurance

The following table provides summary information with respect to each reinsurer that accounted for more than 10% of our reinsurance recoverables on paid and unpaid losses and loss adjustment expenses as of December 31, 2025:

(\$ in thousands)	A.M. Best Rating	Amount Recoverable as of December 31, 2025	
Swiss Reinsurance America Corporation	A+	\$ 9,658,000	26.8%
Hanover Rueck SE	A+	12,373,000	34.3%
Lancashire Insurance Company Limited	A	7,040,000	19.5%
		29,071,000	80.6%
Others (1)		6,989,000	19.4%
Total		\$ 36,060,000	100.0%

(1) Of \$6,989,000 reinsurance recoverables included in Others at December 31, 2025, \$384,000 was guaranteed by irrevocable letters of credit.

Effective January 1, 2024, we entered into a 27% quota share reinsurance treaty for our personal lines business, which primarily consisted of homeowners' and dwelling fire policies, covering the period from January 1, 2024 through January 1, 2025 ("2024/2025 Treaty"). Upon the expiration of the 2024/2025 Treaty on January 1, 2025, we entered into a new 16% quota share reinsurance treaty for our personal lines business, covering the period from January 1, 2025 through January 1, 2026 ("2025/2026 Treaty"). Upon the expiration of the 2025/2026 Treaty on January 1, 2026, we entered into a new 5% quota share reinsurance treaty for our personal lines business (written in all states except California for which we entered into a new 30% quota share reinsurance treaty) covering the period from January 1, 2026 through January 1, 2027 ("2026/2027 Treaty").

Our excess of loss and catastrophe reinsurance treaties expired on June 30, 2025 and we entered into new excess of loss and catastrophe reinsurance treaties effective July 1, 2025 (as discussed below). The new catastrophe reinsurance treaties includes the issuance of a \$125,000,000 catastrophe bond ("Series 2025-1 Notes"). The Series 2025-1 Notes were priced at 4.5% and issued through a Bermuda-registered special purpose insurer, 1886 Re Ltd., providing us with \$125,000,000 of collateralized reinsurance protection. The Series 2025-1 Notes offer multi-year protection against named storm events across New York, New Jersey, Connecticut, Massachusetts and Rhode Island on an indemnity trigger and per-

occurrence basis. The Series 2025-1 Notes, which were structured and placed by Aon Securities LLC, will cover four annual risk periods from July 1, 2025, through June 30, 2029.

Effective January 1, 2024, we renewed an underlying excess of loss treaty ("Underlying XOL Treaty") covering the period from January 1, 2024 through January 1, 2025. The treaty provided 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Losses from named storms were excluded from the treaty. Effective January 1, 2025, the Underlying XOL Treaty was renewed covering the period from January 1, 2025 through June 30, 2025. Effective July 1, 2025, the Underlying XOL Treaty was renewed along with our excess of loss reinsurance treaty covering the period from July 1, 2025 through June 30, 2026. Combined, the renewed treaties provide 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and 100% reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000 together with facultative coverage. For the period October 1, 2024 through April 30, 2025, we purchased catastrophe reinsurance which provides coverage for winter storm losses to the extent of 71% of \$4,500,000 in excess of \$5,500,000. For the period October 15, 2025 through April 30, 2026, we purchased catastrophe reinsurance which provides coverage for winter storm losses to the extent of 90% of \$5,000,000 in excess of \$5,000,000. Effective July 1, 2025, we purchased \$435,000,000 of catastrophe reinsurance in excess of \$5,000,000, compared to \$275,000,000 of catastrophe reinsurance in excess of \$5,000,000 in the expiring treaty. Material terms for our reinsurance treaties in effect for the treaty years shown below are as follows:

Line of Business	Treaty Period					
	2026/2027 Treaty		2025/2026 Treaty		2024/2025 Treaty	
	July 1, 2026 to January 1, 2027	January 2, 2026 to June 30, 2026	July 1, 2025 to January 1, 2026	January 2, 2025 to June 30, 2025	July 1, 2024 to January 1, 2025	January 1, 2024 to June 30, 2024
Personal Lines:						
Homeowners, dwelling fire and canine legal liability						
Quota share treaty:						
Percent ceded (6)	5 %	5 %	16 %	16 %	27 %	27 %
Risk retained on initial \$1,000,000 of losses (4) (5) (6)	\$ 950,000	\$ 950,000	\$ 840,000	\$ 840,000	\$ 730,000	\$ 730,000
Losses per occurrence subject to quota share reinsurance coverage						
	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Expiration date	January 1, 2027	January 1, 2027	January 1, 2026	January 1, 2026	January 1, 2025	January 1, 2025
Excess of loss coverage and facultative facility coverage (1) (4) (5)						
	\$ (5)	\$ 8,250,000	\$ 8,250,000	\$ 8,400,000	\$ 8,400,000	\$ 8,400,000
		in excess of \$ 750,000	in excess of \$ 750,000	in excess of \$ 600,000	in excess of \$ 600,000	in excess of \$ 600,000
Total reinsurance coverage per occurrence (4) (5)	\$ 50,000	\$ 8,175,000	\$ 8,285,000	\$ 8,360,000	\$ 8,470,000	\$ 8,470,000
Losses per occurrence subject to reinsurance coverage (5)						
	\$ 1,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Expiration date	(5)	June 30, 2026	June 30, 2026	June 30, 2025	June 30, 2025	June 30, 2024
Catastrophe Reinsurance:						
Initial loss subject to personal lines quota share treaty (5)	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Risk retained per catastrophe occurrence (5) (6) (7) (8)	(5)	\$ 5,500,000	\$ 5,000,000	\$ 4,250,000	\$ 4,750,000	\$ 9,500,000
Catastrophe loss coverage in excess of quota share coverage (2) (5) (8)						
	(5)	\$ 434,500,000	\$ 435,000,000	\$ 275,000,000	\$ 275,000,000	\$ 315,000,000
Reinstatement premium protection (3)						
	(5)	Yes	Yes	Yes	Yes	Yes
(1)	For personal lines, includes the addition of an automatic facultative facility allowing KICO to obtain homeowners single risk coverage up to \$9,000,000 in total insured value, which covers direct losses from \$3,500,000 to \$9,000,000 through June 30, 2026.					

- (2) Catastrophe coverage is limited on an annual basis to two times the per occurrence amounts, except for one occurrence on 80% of the first layer of \$5,000,000 in excess of \$5,000,000, and one occurrence on 52% of the top layer of \$240,000,000 in excess of \$200,000,000, which is covered under the catastrophe bond. Duration of 168 consecutive hours for a catastrophe occurrence from windstorm, hail, tornado, hurricane and cyclone, except for winter storm coverage, which is covered under a specific declared catastrophe event.
- (3) For the period July 1, 2024 through June 30, 2025 (expiration date of the catastrophe reinsurance treaty), reinstatement premium protection for \$50,000,000 of catastrophe coverage in excess of \$10,000,000.
- (4) For the period July 1, 2025 through June 30, 2026 (expiration date of the catastrophe reinsurance treaty), reinstatement premium protection for \$50,000,000 of catastrophe coverage in excess of \$10,000,000. For the period January 1, 2024 through June 30, 2025, the Underlying XOL Treaty provides 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Excludes losses from named storms. Reduces retention to \$530,000 from \$730,000 under the 2024/2025 Treaty. Retention increases to \$640,000 from \$530,000 under the 2025/2026 Treaty. For the period July 1, 2025 through June 30, 2026, the Underlying XOL Treaty combined with the excess of loss treaty provide 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and 100% reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000 together with facultative coverage. Increased retention to \$715,000 from \$640,000 under the 2025/2026 Treaty, and increased retention to \$825,000 under the 2026/2027 Treaty. (see note 5 below).
- (5) Excess of loss coverage and facultative facility and catastrophe reinsurance treaties will expire on June 30, 2026, with none of these coverages to be in effect during the period from July 1 2026 through January 1, 2027. If and when these treaties are renewed on July 1, 2026 the excess of loss and facultative facility, underlying excess of loss treaty, and the catastrophe reinsurance treaty, will be as provided for therein. Reinsurance coverage in effect from July 1, 2026 through January 1, 2027 is currently only covered under the 2026/2027 Treaty. The 2026/2027 Treaty will expire on January 1, 2027.
- (6) For the 2024/2025 Treaty, 22% of the 27% total of losses ceded under this treaty are excluded from a named catastrophe event. For the 2025/2026 Treaty, 6% of the 16% total of losses ceded under this treaty are excluded from a named catastrophe event. For the 2026/2027 Treaty, there is no exclusion for catastrophe events.
- (7) Plus losses in excess of catastrophe coverage.
- (8) Effective July 1, 2025 through June 30, 2026, catastrophe coverage is 80% of the first layer of \$5,000,000 in excess of \$5,000,000. The remaining coverage is at 100% of \$430,000,000 in excess of \$10,000,000. For the period October 1, 2024 through April 30, 2025, additional catastrophe reinsurance treaty provided coverage for winter storm losses to the extent of 71% of \$4,500,000 in excess of \$5,500,000. For the period October 15, 2025 through April 30, 2026, additional catastrophe reinsurance treaty will provide coverage for winter storm losses to the extent of 90% of \$5,000,000 in excess of \$5,000,000. Retention for winter storms is \$4,800,000 under the 2024/2025 Treaty, \$5,200,000 under the 2025/2026 Treaty from January 1, 2025 through April 30, 2025, \$3,900,000 from October 15, 2025 through January 1, 2026, the expiration date of the 2025/2026 Treaty, and \$5,000,000 under the 2026/2027 Treaty through April 30, 2026.

Line of Business	Treaty Year		
	July 1, 2025 to June 30, 2026	July 1, 2024 to June 30, 2025	July 1, 2023 to June 30, 2024
Personal Lines:			
Personal Umbrella			
Quota share treaty:			
Percent ceded - first \$1,000,000 of coverage	90%	90%	90%
Percent ceded - excess of \$1,000,000 dollars of coverage	95%	95%	95%
Risk retained	\$ 300,000	\$ 300,000	\$ 300,000
Total reinsurance coverage per occurrence	\$ 4,700,000	\$ 4,700,000	\$ 4,700,000
Losses per occurrence subject to quota share reinsurance coverage	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Expiration date	June 30, 2026	June 30, 2025	June 30, 2024

Commercial Lines (1)

(1) Coverage on all commercial lines policies expired in September 2020; reinsurance coverage is based on treaties in effect on the date of loss.

Inflation

Premiums are established before we know 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.

Fluctuations in rates of inflation also influence interest rates, which in turn impact the market value of our investment portfolio and yields on new investments. Operating expenses, including salaries and benefits, generally are impacted by inflation.

The Year Ended 2025 economic inflation tempered compared to 2024 and 2023, which resulted in a sustained increase in interest rates, a widening of credit spreads, lower public equity valuations, and significant financial market volatility. The higher interest rates and widening of credit spreads reduced the value of our fixed income securities.

Non-GAAP Financial Measures

Non-GAAP financial measures should be considered in addition to, and not as a substitute for or superior to, financial measures presented in accordance with GAAP.

The following table reconciles GAAP net premiums earned to net written premiums and direct written premiums for the periods presented:

	Years Ended December 31,	
	2025	2024
GAAP net premiums earned	\$ 187,126,722	\$ 128,497,920
Change in unearned premiums	26,592,344	25,731,945
Net written premiums	213,719,066	154,229,865
Ceded written premiums	64,081,564	87,750,072
Direct written premiums	\$ 277,800,630	\$ 241,979,937

The following table reconciles the GAAP net loss ratio to the net loss ratio excluding the effect of catastrophes and to the underlying loss ratio for the periods presented:

	Years ended December 31,	
	2025	2024
GAAP net loss ratio	45.0%	48.7%
Effect of catastrophes	1.2%	1.9%
Net loss ratio excluding the effect of catastrophes	43.8%	46.8%
Effect of prior year reserve development	(0.6%)	(1.4%)
Underlying loss ratio	44.4%	48.2%

The following table reconciles the GAAP net loss ratio to the net loss ratio excluding commercial lines business for the periods presented:

	Years ended December 31,	
	2025	2024
GAAP net loss ratio	45.0%	48.7%
Effect of commercial lines business	1.1%	1.8%
Net loss ratio excluding the effect of commercial lines business	43.9%	46.9%

The following table reconciles GAAP net income to net income from insurance underwriting business on a standalone basis for the periods presented:

	Years ended December 31,	
	2025	2024
GAAP net income	\$ 40,767,128	\$ 18,358,436
Holding company operations	(3,068,270)	(5,223,419)
Net income from insurance underwriting business on a standalone basis	\$ 43,835,398	\$ 23,581,855

The following table reconciles the GAAP net loss ratio, GAAP net underwriting expense ratio, and GAAP net combined ratio to the net loss ratio excluding the effect of catastrophes, net underwriting expense ratio excluding the effect of catastrophes, and net combined ratio excluding the effect of catastrophes for the periods presented:

	Years ended December 31,	
	2025	2024
GAAP net loss ratio	45.0%	48.7%
Effect of catastrophes	1.2%	1.9%
Net loss ratio excluding the effect of catastrophes	<u>43.8%</u>	<u>46.8%</u>
GAAP net underwriting expense ratio	30.0%	31.3%
Effect of catastrophes	0.0%	0.0%
Net underwriting expense ratio excluding the effect of catastrophes	<u>30.0%</u>	<u>31.3%</u>
GAAP net combined ratio	75.0%	80.0%
Effect of catastrophes	1.2%	1.9%
Net combined ratio excluding the effect of catastrophes	<u>73.8%</u>	<u>78.1%</u>

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Outlook

Our net premiums earned may be impacted by a number of factors. Net premiums earned are a function of net written premium volume. Net written premiums comprise both renewal business and new business and are recognized as earned premium over the term of the underlying policies. Net written premiums from both renewal and new business are impacted by competitive market conditions as well as general economic conditions. We have made underwriting changes to emphasize profitability over growth and have culled out the type of risks that do not generate an acceptable level of return.

On April 14, 2025, KICO entered into an agreement to offer a quote for a replacement policy to selected Homeowners policyholders in Downstate New York as one of our competitors pivoted focus away from admitted personal lines business (the "Withdrawal Plan"). The Withdrawal Plan, which includes this transaction, was approved by the New York Department of Financial Services. The Withdrawal Plan enabled KICO to work with new distribution partners to further increase its footprint in Downstate New York by offering an alternative policy to selected Homeowners policyholders with effective dates that started in the third quarter of 2025. In March 2026, we announced that we intend to expand into new markets, starting with California in the second quarter of 2026. See "Forward-Looking Statements" before Part I, Item 1.

During the first quarter of 2026, winter weather in the Northeast United States has been more severe than recent winters with losses incurred from seven catastrophe events during the months of January and February 2026. The 2026 guidance disclosed in our Form 8-K filing on March 5, 2026, assumes higher-than-average catastrophe losses in the first quarter and full year of 2026.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

This item is not applicable to smaller reporting companies.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The financial statements required by this Item 8 are included in this Annual Report following Item 16 hereof. As a smaller reporting company, we are not required to provide supplementary financial information.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act. Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures as of December 31, 2025. We maintain a system of disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act that are designed to assure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weakness described below in the Management's Annual Report on Internal Control over Financial Reporting.

Inherent Limitation on Effectiveness of Controls

Internal control over financial reporting is a process designed by, or under the supervision of, our Chief Executive Officer and Chief Financial Officer, and effected by the board of directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP including those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that receipts and expenditures are being made only in accordance with authorizations of our management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Our internal control over financial reporting is designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of our consolidated financial statements in accordance with U.S. generally accepted accounting principles.

Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on this evaluation, management concluded that, as of December 31, 2025, our internal control over financial reporting contains a material weakness due to the lack of receiving a Service Organization Control (SOC) 1 Type 2 report for our insurance premium quoting platform system and our general ledger system. Therefore, we cannot rely on the controls within these systems, including automated and manual process level controls, and remaining information technology general controls, that are dependent upon the information derived from such systems. We are working with the vendors of these two systems to obtain the appropriate SOC reports in 2026. Our management concluded that all other internal controls over financial reporting were effective as of December 31, 2025.

A material weakness (within the meaning of PCAOB Auditing Standard No. 5) is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. A significant

deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of our financial reporting. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements.

CBIZ CPAs P.C., an independent registered public accounting firm, which audited the Consolidated Financial Statements included in this Annual Report on Form 10-K, has issued an adverse attestation report on the effectiveness of internal control over financial reporting as of December 31, 2025, as stated in their report which is included in the report that follows.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during our most recently completed fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

To the Stockholders and Board of Directors of
Kingstone Companies, Inc.

Adverse Opinion on Internal Control over Financial Reporting

We have audited Kingstone Companies, Inc.'s (the "Company") internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, because of the effect of the material weakness described in the subsequent paragraphs on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2025, based on criteria established in COSO.

A material weakness is a control deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

The following material weakness has been identified and included in "Management's Annual Report on Internal Control over Financial Reporting":

The Company identified a material weakness in internal control over financial reporting due to the lack of receiving a Service Organization Control ("SOC") 1 Type 2 report for their insurance premium quoting platform system and their general ledger system. Therefore, management cannot rely on the controls within these systems, including automated and manual process level controls, and remaining information technology general controls, that are dependent upon the information derived from such systems.

This material weakness was considered in determining the nature, timing and extent of audit tests applied in our audit of the fiscal 2025 financial statements and this report does not affect our report dated March 16, 2026 on those financial statements.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheet as of December 31, 2025 and the related consolidated statements of income and comprehensive income, stockholders' equity, and cash flows and the related notes (collectively referred to as the "financial statements") for the year ended December 31, 2025 of the Company, and our report dated March 16, 2026 expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Management's Annual Report on Internal Control Over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with

generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that degree of compliance with the policies or procedures may deteriorate.

/s/ CBIZ CPAs P.C.

CBIZ CPAs P.C.
Hartford, CT
March 16, 2026

ITEM 9B. OTHER INFORMATION.

None.

ITEM 9C. DISCLOSURES REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

Executive Officers and Directors

The following table sets forth the positions and offices presently held by each of our current directors and executive officers and their ages:

Name:	Age:	Positions and Offices Held:
Meryl S. Golden	66	Chief Executive Officer, President and Director
Thomas Newgarden	58	Non-Executive Chairman of the Board and Director
Randy L. Patten	51	Vice President, Chief Financial Officer and Treasurer
Sarah (Minlei) Chen	43	Senior Vice President, Chief Actuary and Head of Product Management, Kingstone Insurance Company
David Fernandez	59	Senior Vice President and Chief Claims Officer, Kingstone Insurance Company
Floyd R. Tupper	71	Secretary and Director
William L. Yankus	66	Director
Manmohan Singh	53	Director
Pranav Pasricha	52	Director

Meryl S. Golden

Ms. Golden has served as our Chief Executive Officer and President since October 2023 and as one of our directors since March 2020. She has also served as a director and a member of the Executive Committee of Kingstone Insurance Company, our wholly-owned New York property and casualty insurer (“KICO”), since September 2019 and as its President since October 2021. Ms. Golden served as our and KICO’s Chief Operating Officer from September 2019 to September 2023. Ms. Golden has over 25 years of experience in the insurance industry. She served as Northeast General Manager of Progressive Insurance from 2000 to 2004 (having served as Connecticut General Manager at Progressive from 1996 to 2000). Ms. Golden was Senior Vice President/General Manager at Liberty Mutual from 2005 to 2007. From 2007 to 2009, she was a Management Committee advisor to Bridgewater Associates, a hedge fund. Ms. Golden served as General Manager of North America for Earnix, a banking and insurance software company, from 2010 to 2018 and was Sales Manager, Insurance Solutions for Arity, a mobility and data analytics company founded by Allstate, from 2018 until September 2019. Ms. Golden received her B.S. degree in Accounting from the Wharton School of the University of Pennsylvania and her M.B.A. in Marketing and Finance from the University of Chicago. We believe that Ms. Golden’s executive level experience in the insurance industry gives her the qualifications and skills to serve as one of our directors.

Thomas Newgarden

Mr. Newgarden, who has served as our Non-Executive Chairman of the Board since September 2024, is an analytics driven insurance executive with over 30 years’ experience in the property and casualty personal lines insurance industry. He played an instrumental role in the acquisition and rehabilitation of National General Insurance (formerly GMAC Insurance). This included serving from 2010 to 2022 as Executive Vice President, Chief Underwriting Officer, Chief Product and Analytics Officer and Chief Business Development Officer, and President of National General Preferred, culminating in the successful sale of the company to Allstate Insurance. Prior to National General, Mr. Newgarden was Vice President and Chief Underwriting Officer at Plymouth Rock Insurance from 2009 to 2011 and Senior Vice President of Personal Lines at Safeco Insurance from 2008 to 2009. He also was a key partner in the development of AIG Private Client Group, last serving from 2006 to 2008 as its Senior Vice President, Chief Underwriting Officer. Since leaving Allstate in 2022, Mr. Newgarden has primarily worked as a consultant and advisor to insurance carriers and other insurance entities. He received his B.A. degree in Economics from Binghamton University. Mr. Newgarden has served as one of our directors since June 2024 and has served as Chair of our Risk Committee since June 2025. We believe that Mr. Newgarden’s extensive executive level experience in the insurance industry gives him the qualifications and skills to serve as one of our directors.

Randy L. Patten

Mr. Patten has over 28 years of leadership experience in the insurance industry. He previously served as Vice President, Chief Accounting Officer and Treasurer at NEXT Insurance, Inc. (“NEXT”), a property and casualty insurer.

Prior to NEXT, Mr. Patten spent approximately ten years at United Fire Group, Inc. (Nasdaq: UFCS), a property and casualty insurer and reinsurer, where he held a progression of senior finance roles, including Interim Co-Chief Financial Officer, Controller, and Director of Investor Relations. Earlier in his career, Mr. Patten spent 15 years at Transamerica Life Insurance Company/AEGON USA (NYSE: AEG), holding a variety of financial positions and responsibilities. Mr. Patten received a B.A. degree in Accounting and Business Management-Finance from Central College. He holds a designation from The Institutes as a Chartered Property Casualty Underwriter.

Sarah (Minlei) Chen

Ms. Chen has served as KICO's Chief Actuary since November 2020 and as its Senior Vice President and Head of Product Management since August 2022. From January 2018 to October 2020, she was Actuarial Manager/Senior Pricing Manager and Actuary for Homesite Insurance, a property and casualty insurance company. Ms. Chen served as Actuarial Manager of Plymouth Rock Assurance, an auto and home insurer, from November 2013 to January 2018. Ms. Chen received a B.S. degree in Mathematics from Tsinghua University and an M.S. degree in Applied Mathematics from Brown University.

David Fernandez

Mr. Fernandez has served as KICO's Senior Vice President and Chief Claims Officer since November 2023. He has over 25 years of insurance experience leading claims strategy and execution. Most recently, Mr. Fernandez was Vice President of Claims for Point32Health. Previously, he held senior claims positions at Progressive and Liberty Mutual. Mr. Fernandez also served as Vice President of Claims Digital Transformation at Unum. Mr. Fernandez received a B.A. degree from Colby College and an M.B.A. from Babson College. He holds designations from The Institutes as a Chartered Property Casualty Underwriter and Associate in Risk Management.

Floyd R. Tupper

Mr. Tupper is a certified public accountant in New York City. For over 40 years, Mr. Tupper has counseled high-net worth individuals by creating tax planning strategies to achieve their goals as well as those of their families. He has also helped small businesses by developing business strategies to meet their current and future needs. He began his career in public accounting with Ernst & Young LLP prior to becoming self-employed. Mr. Tupper holds an M.B.A. in Taxation from the New York University Stern School of Business and a B.S. degree from New York University. Mr. Tupper served as a director of KICO from 2006 to 2018 and has served as Chairman of its Audit Committee since 2006. From 1990 until 2010, Mr. Tupper served as a Trustee of The Acorn School in New York City. He was also a member of the school's Executive Committee and served as its Treasurer from 1990 to 2010. Mr. Tupper is a member of the American Institute of Certified Public Accountants and the New York State Society of Certified Public Accountants. He has served as one of our directors and Chair of our Audit Committee since June 2014 and as our Secretary since June 2015. We believe that Mr. Tupper's accounting experience, as well as his service on the Board of KICO (including his service as Chair of its Audit Committee), give him the qualifications and skills to serve as one of our directors.

William L. Yankus

Mr. Yankus brings to the Board over 30 years' experience in the insurance industry. Since September 2015, Mr. Yankus has provided insurance-related consulting services through Pheasant Hill Advisors, LLC. From 2011 to 2015, he was Managing Director – Investment Banking at Stern Agee where he focused on small and mid-sized insurers. Mr. Yankus served as Managing Director-Insurance Research at Fox-Pitt, Kelton from 1993 to 2009 and then as Head of Insurance Research at its successor, Macquerie, from 2009 to 2010. Mr. Yankus served as Vice President, Insurance Research at Conning & Company from 1985 to 1993. He completed the CFA program in 1989 and passed the CT uniform CPA exam in 1984. Mr. Yankus serves as a member of the Board of Directors of Jet.AI, Inc. (Nasdaq: JTAI), an innovative private aviation and artificial intelligence company. He has served as one of our directors since March 2016, has served as Chair of our Compensation Committee from April 2017 to March 2023 and since June 2025, served as Chair of our Compensation and Finance Committee from March 2023 to June 2025 and served as Chair of our Investment Committee from February 2020 to August 2021. Mr. Yankus received his B.A. degree in Economics and Accounting from The College of the Holy Cross. We believe that Mr. Yankus' executive level experience in the insurance industry gives him the qualifications and skills to serve as one of our directors.

Manmohan Singh

Mr. Singh is the Group Chief Financial Officer and Head of Corporate Development for Angel Oak Companies, overseeing financial operations, including accounting and treasury, for all of Angel Oak's subsidiaries. He is also a member of the Angel Oak Enterprise Risk Management Committee. Previously, Mr. Singh was a Director in the Insurance

Investment Banking team at New York-based Sandler O'Neill & Partners, which was an investment bank specializing in financial institutions that merged with Piper Jaffray Companies to form Piper Sandler Companies. During his 12 years with Sandler O'Neill, Mr. Singh worked extensively in the insurance sector, advising them on capital raising and merger and acquisition related matters. Mr. Singh has been involved with several key merger and acquisition transactions, including those involving private equity buyers and alternative asset managers making forays into the life and annuity sector. Mr. Singh holds a Master of Business Administration degree from the Indiana University Kelley School of Business, a Master of Science degree in Finance from the Department of Financial Studies at the University of Delhi, and a Bachelor of Engineering degree from Deenbandhu Chhotu Ram University of Science and Technology in India. Mr. Singh has served as one of our directors since April 2024. He was appointed pursuant to the provisions of the Note and Warrant Exchange Agreement, dated as of December 9, 2022, between the Company and the purchaser signatories thereto (the "Exchange Agreement"), whereby the holders of a majority of the aggregate principal amount of the promissory notes issued pursuant to the Exchange Agreement (the "Notes") were granted the right to nominate one person to serve as a member of our Board of Directors. Such nomination right has ceased as the Notes are no longer outstanding. Mr. Singh has served as Chair of our Investment and Capital Committee since June 2025. We believe that Mr. Singh's extensive experience in insurance, financial operations and risk management gives him the qualifications and skills to serve as one of our directors.

Pranav Pasricha

Mr. Pasricha is an entrepreneurial leader with a track record in building insurance and technology companies. He has served in global executive roles at major reinsurance, insurance and insurtech companies. Mr. Pasricha has served since October 2023 as Chief Executive Officer of BluePond.AI, a GenAI-based property and casualty insurtech company. Since August 2022, he has also served as Managing Partner of BluePond Capital, a family office incubating insurtech startups. From January to June 2023, Mr. Pasricha was Entrepreneur in Residence for Point 72 Hyperscale, a hedge fund and private equity investor. From August 2020 to December 2022, he served as Global Head, P&C Solutions for Swiss Re, a global reinsurance and insurance carrier. Mr. Pasricha served as Chief Executive Officer of IntellectSEEC, an insurance software company, from June 2014 to July 2020. He has served as one of our directors and Chair of our Nominating and Corporate Governance Committee since August 2025. Mr. Pasricha received his B.E. degree in Electronics and Communications from M.D. University, India and his M.B.A. from University of Otago, New Zealand. He also completed the Executive Program in Strategic IT from the Northwestern University Kellogg School of Management. We believe that Mr. Pasricha's executive level experience in the insurance and reinsurance industries gives him the qualifications and skills to serve as one of our directors.

Family Relationships

There are no family relationships among any of our executive officers and directors.

Term of Office

Each director will hold office until the next annual meeting of stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Each executive officer will hold office until the initial meeting of the Board of Directors following the next annual meeting of stockholders and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Audit Committee

The Audit Committee of the Board of Directors is responsible for overseeing our accounting and financial reporting processes and the audits of our financial statements. The members of the Audit Committee are Messrs. Tupper, (Chair), Newgarden and Yankus.

Audit Committee Financial Expert

Our Board of Directors has determined that Mr. Tupper qualifies as an "audit committee financial expert," as that term is defined in Item 407(d)(5) of Regulation S-K. Mr. Tupper is an "independent director" based on the definition of independence in Listing Rule 5605(a)(2) of The Nasdaq Stock Market.

Delinquent Section 16(a) Reports

Section 16 of the Exchange Act requires that reports of beneficial ownership of common stock and changes in such ownership be filed with the SEC by Section 16 "reporting persons," including directors, certain officers, holders of more than 10% of the outstanding common stock and certain trusts of which reporting persons are trustees. We are required to disclose in this Annual Report each reporting person whom we know to have failed to file any required reports under

Section 16 on a timely basis during the fiscal year ended December 31, 2025. To our knowledge, based solely on a review of copies of Forms 3, 4 and 5 filed with the SEC and written representations that no other reports were required, during the fiscal year ended December 31, 2025, our officers, directors and 10% stockholders complied with all Section 16(a) filing requirements applicable to them, except that Ms. Chen filed two Forms 4 late (each reporting one transaction) and Mr. Pasricha filed his Form 3 and one Form 4 late (reporting one transaction).

Code of Ethics; Officer and Director Trading Restrictions Policy

Our Board of Directors has adopted a Code of Ethics for our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Our Board of Directors has also adopted an Officer and Director Trading Restrictions Policy for our officers and directors as well as the officers and directors of KICO. Copies of the Code of Ethics and Officer and Director Trading Restrictions Policy are posted on our website, www.kingstonecompanies.com. We intend to satisfy the disclosure requirement under Item 5.05(c) of Form 8-K regarding an amendment to, or a waiver from, our Code of Ethics or Officer and Director Trading Restrictions Policy by posting such information on our website, www.kingstonecompanies.com.

Insider Trading Policy

We have adopted an insider trading policy governing the purchase, sale and/or other disposition of our company's securities by directors, officers and certain designated employees that is designed to promote compliance with insider trading laws, rules and regulations, as well as procedures designed to further the foregoing purposes. A copy of our insider trading policy is filed as an exhibit to this Annual Report on Form 10-K. In addition, from time to time, we may engage in transactions in our company's securities. It is our intent to comply with applicable laws and regulations relating to insider trading.

ITEM 11. EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth certain information concerning the compensation for the fiscal years ended December 31, 2025 and 2024 for certain executive officers, including our Chief Executive Officer (collectively, the "Named Executive Officers"):

Name and Principal Position	Year	Salary	Bonus	Stock Awards(1)	Option Awards(1)	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
Meryl S. Golden Chief Executive Officer and President	2025	\$550,000	\$687,500	\$ 607,600 (3)	\$ -	\$ -	26,000 (9)	\$ 1,871,100
	2024	\$ 500,000	\$ 496,358	\$ 136,500 (4)	\$ -	\$ -	25,800 (10)	\$ 1,158,658
Sarah (Minlei) Chen Chief Actuary and Senior Vice President, Kingstone Insurance Company	2025	\$387,046	\$145,642	\$ 291,742 (5)	\$ -	\$ -	14,000 (11)	\$ 838,430
	2024	\$ 355,138	\$ 166,609	\$ 166,109 (6)	\$ 12,400 (8)	\$ -	7,838 (11)	\$ 708,094
Randy L. Patten(2) Vice President, Chief Financial Officer and Treasurer	2025	\$ 140,274	\$253,103	\$ 652,603 (7)	\$ -	\$ -	-	\$ 1,045,980
	2024	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -

(1) Amounts reflect the aggregate grant date fair value of grants made in each respective fiscal year computed in accordance with stock-based accounting rules (FASB ASC Topic 718-Stock Compensation), excluding the effect of estimated forfeitures. Assumptions used in the calculations of these amounts are included in Note 12 to our consolidated financial statements included in this Annual Report.

(2) Mr. Patten was elected Vice President, Chief Financial Officer and Treasurer on August 25, 2025.

- (3) In January 2025, Ms. Golden was granted 40,000 shares of restricted common stock under our 2024 Equity Participation Plan (the "2024 Plan"). Such grant vested to the extent of 20,000 shares on the first anniversary of the date of grant and will vest to the extent of 20,000 shares on December 31, 2026, subject to acceleration under certain circumstances.
- (4) In January 2024, Ms. Golden was granted 64,085 shares of restricted common stock under our Amended and Restated 2014 Equity Participation Plan (the "2014 Plan"). Such grant vested on the first anniversary of the date of grant.
- (5) In June 2025, Ms. Chen was granted 10,000 shares of restricted common stock under the 2024 Plan. Such grant vested to the extent of one-third on the date of grant and will vest to the extent of one-third on each of the first and second anniversaries of the date of grant, subject to acceleration under certain circumstances. In addition, in March 2026, Ms. Chen was granted 8,624 shares of restricted common stock under the 2024 Plan in consideration of services rendered during 2025. Such grant vested to the extent of one-third on the date of grant and will vest to the extent of one-third on each of the first and second anniversaries of the date of grant, subject to acceleration under certain circumstances.
- (6) In March 2025, Ms. Chen was granted 10,935 shares of restricted common stock under the 2024 Plan in consideration of services rendered during 2024. Such grant vested to the extent of one-third on each of the date of grant and the first anniversary of the date of grant and will vest to the extent of one-third on the second anniversary of the date of grant, subject to acceleration under certain circumstances.
- (7) In August 2025, Mr. Patten was granted 43,290 shares of restricted common stock under the 2024 Plan. Such grant will vest to the extent of one-fourth on each of the first and second anniversaries of the date of grant and one-half on the third anniversary of the date of grant, subject to acceleration under certain circumstances. In addition, in March 2026, Mr. Patten was granted 3,126 shares of restricted common stock under the 2024 Plan in consideration of services rendered during 2025. Such grant vested to the extent of one-third on the date of grant and will vest to the extent of one-third on each of the first and second anniversaries of the date of grant, subject to acceleration under certain circumstances.
- (8) In January 2024, Ms. Chen was granted an option for the purchase of 10,000 shares of common stock under the 2014 Plan. Such option vested to the extent of one-third on each of the first and second anniversaries of the date of grant and will vest to the extent of one-third on the third anniversary of the date of grant, subject to acceleration under certain circumstances.
- (9) Represents employer matching contributions under our defined contribution plan of \$14,000 and a car allowance of \$12,000.
- (10) Represents employer matching contributions under our defined contribution plan of \$13,800 and a car allowance of \$12,000.
- (11) Represents employer matching contributions under our defined contribution plan.

Employment Contracts

Meryl S. Golden

Employment Agreement effective as of January 1, 2023

On June 27, 2022, we and Ms. Golden entered into a second amended and restated employment agreement which took effect as of January 1, 2023, and expired on December 31, 2024 (the "Second Amended Golden Employment Agreement").

Pursuant to the Second Amended Golden Employment Agreement, Ms. Golden was entitled to receive an annual base salary of \$500,000 and an annual bonus equal to 3% of our consolidated income from operations before taxes, exclusive of our consolidated net investment income (loss), net unrealized gains (losses) on equity securities and net realized gains (losses) on investments, up to a maximum of 1.25 times her base salary. In addition, pursuant to the Second Amended Golden Employment Agreement, Ms. Golden received, under the terms of the 2014 Plan, a grant in each of January 2023 and January 2024 of a number of shares of restricted stock determined by dividing \$136,500 by the fair market value of our common stock on the date of grant. The 2023 grant vested with respect to one-half of the award on the first anniversary of the grant date and one-half of the award on December 31, 2024. The 2024 grant vested on the first anniversary of the grant date.

Employment Agreement effective as of January 1, 2025

On April 15, 2024, we entered into a third amended and restated employment agreement with Ms. Golden, which took effect as of January 1, 2025 and expires on January 10, 2027 (the "Third Amended Golden Employment Agreement").

Pursuant to the Third Amended Golden Employment Agreement, Ms. Golden is entitled to receive an annual base salary of \$550,000 (increased from \$500,000 previously in effect) and an annual bonus equal to 3% of our consolidated income from operations before taxes, exclusive of our consolidated net investment income (loss), net unrealized gains (losses) on equity securities and net realized gains (losses) on investments, up to a maximum of 1.25 times her base annual salary (the same as previously in effect). Pursuant to the Third Amended Golden Employment Agreement (and as was provided for in the Second Amended Golden Employment Agreement), in the event that Ms. Golden's employment is terminated by us without cause or she resigns for good reason (each as defined in the Third Amended Golden Employment Agreement), Ms. Golden would be entitled to receive her base salary and the 3% bonus for the remainder of the term. Ms. Golden would be entitled, under certain circumstances, to a payment equal to 1.5 times her then annual salary and her accrued 3% bonus in the event of the termination of her employment following a change of control of our company (also as was provided for in the Second Amended Golden Employment Agreement). Pursuant to the Third Amended Golden Employment Agreement, Ms. Golden received a grant during each of January 2025 and January 2026 of 40,000 shares of restricted stock. The 2025 grant vested with respect to one-half of the award on the first anniversary of the grant date and will vest with respect to one-half of the award on December 31, 2026. The 2026 grant will vest on the first anniversary of the grant date.

See "Termination of Employment and Change-in-Control Arrangements – Meryl S. Golden" below for a discussion of the provisions of the Third Amended Golden Employment Agreement with regard to payments due and the acceleration of stock awards in the event of the termination of Ms. Golden's employment under certain circumstances and/or in the event of a change in control.

Randy L. Patten

On July 23, 2025, we and Mr. Patten entered into an employment agreement which took effect as of August 25, 2025 and expires on August 25, 2028 (the "Patten Employment Agreement"). Pursuant to the Patten Employment Agreement, Mr. Patten is entitled to receive an annual salary of \$400,000, a bonus target equal to 25% of his base salary (with a minimum guaranteed bonus for 2025 of \$35,000) and a \$200,000 sign-on bonus, which was paid on the effective date. Pursuant to the Patten Employment Agreement, in the event that Mr. Patten's employment is terminated by us without cause (whether or not following a change of control of our company) or he resigns for good reason (each as defined in the Patten Employment Agreement), Mr. Patten would be entitled to receive his base salary for the remainder of the term or 12 months, whichever is longer. In addition, pursuant to the Patten Employment Agreement, on the effective date, Mr. Patten received, pursuant to the 2024 Plan, 43,290 shares of restricted stock which will vest to the extent of one-fourth on each of the first and second anniversaries of the grant date and one-half on the third anniversary of the grant date.

See "Termination of Employment and Change-in-Control Arrangements – Randy L. Patten" below for a discussion of the provisions of the Patten Employment Agreement with regard to payments due and the acceleration of stock awards in the event of the termination of Mr. Patten's employment under certain circumstances and/or in the event of a change in control.

Employee Bonus Plan

Sara (Minlei) Chen

Pursuant to our Employee Bonus Plan, Ms. Chen, as a member of our senior leadership team ("SLT"), is eligible to receive a cash bonus and shares of restricted common stock based upon the growth and underwriting profitability of our company.

Randy L. Patten

Pursuant to our Employee Bonus Plan, Mr. Patten, as a member of our SLT, is eligible to receive a cash bonus and shares of restricted common stock based upon the growth and underwriting profitability of our company.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END

The following table sets forth certain information concerning exercisable and unexercisable stock options and unvested stock grants held by the above Named Executive Officers as of December 31, 2025:

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date	Number of Shares of Stock That Have Not Vested	Market Value of Shares of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares That Have Not Vested
Meryl S. Golden	-	-	\$ -	-	40,000 (1)	\$673,200	\$ -	\$ -
Sarah (Minlei) Chen	-	10,000	\$ 2.25	1/5/29	13,956 (2)	\$234,879	\$ -	\$ -
Randy L. Patten	-	-	\$ -	-	43,290 (3)	\$728,571	\$ -	\$ -

(1) Such shares vested to the extent of 20,000 shares on January 2, 2026 and will vest to the extent of 20,000 shares on December 31, 2026, subject to acceleration under certain circumstances.

(2) Such shares vested to the extent of 3,645 shares on March 3, 2026 and will vest to the extent of 3,333 shares on June 18, 2026, 3,645 shares on March 3, 2027 and 3,333 shares on June 18, 2027, subject to acceleration under certain circumstances.

(3) Such shares will vest to the extent of 10,823 shares on August 25, 2026, 10,822 shares on August 25, 2027 and 21,645 shares on August 25, 2028, subject to acceleration under certain circumstances.

Termination of Employment and Change-in-Control Arrangements

Meryl S. Golden

Pursuant to the Third Amended Golden Employment Agreement, in the event that Ms. Golden's employment is terminated by us without cause, or she resigns for good reason (each as defined in the Third Amended Golden Employment Agreement), Ms. Golden would be entitled to receive her annual base salary for the remainder of the term or for twelve months, whichever is later. In addition, pursuant to the 2024 Plan, in the event of a termination of employment due to the death or disability of Ms. Golden, the stock grants scheduled to vest on the next vesting date following such event shall vest under certain circumstances notwithstanding such event. Further, in the event that Ms. Golden's employment is terminated by us without cause, or she resigns for good reason, Ms. Golden's granted but unvested restricted stock awards will vest.

Ms. Golden would be entitled to receive, under certain circumstances, a payment equal to 1.5 times her then annual base salary and her accrued bonus in the event of the termination of her employment within eighteen months following a change in control of our company. In addition, pursuant to the 2024 Plan, Ms. Golden's outstanding restricted stock awards will vest in the event of a change of control of our company.

Sarah (Minlei) Chen

Pursuant to the 2024 Plan, in the event of a termination of employment due to the death or disability of Ms. Chen, the stock grants scheduled to vest on the next vesting date following such event shall vest under certain circumstances notwithstanding such event. In addition, pursuant to the 2024 Plan, Ms. Chen's outstanding restricted stock awards will vest in the event of a change of control of our company.

Randy L. Patten

Pursuant to the Patten Employment Agreement, in the event that Mr. Patten's employment is terminated by us without cause (whether or not following a change of control of our company), or he resigns for good reason (each as defined in the Patten Employment Agreement), Mr. Patten would be entitled to receive his annual base salary for the remainder of the term or for twelve months, whichever is longer.

Pursuant to the 2024 Plan, in the event of a termination of employment due to the death or disability of Mr. Patten, the stock grant scheduled to vest on the next vesting date following such event shall vest under certain circumstances notwithstanding such event. In addition, pursuant to the 2024 Plan, Mr. Patten's outstanding restricted stock awards will vest in the event of a change of control of our company.

Compensation of Directors

The following table sets forth certain information concerning the compensation of our non-employee directors for the fiscal year ended December 31, 2025:

DIRECTOR COMPENSATION

Name	Fees Earned or Paid in Cash	Stock Awards(1)	Total
Thomas Newgarden	\$ 182,500	\$ 53,000	\$ 235,500
Floyd R. Tupper	\$ 75,000	\$ 53,000	\$ 128,000
William L. Yankus	\$ 67,500	\$ 53,000	\$ 120,500
Manmohan Singh	\$ 57,500	\$ 53,000	\$ 110,500
Pranav Pasricha	\$ 26,119	\$ 21,350	\$ 47,469
Timothy P. McFadden(2)	\$ 37,489	\$ 53,000	\$ 90,489
Carla A. D'Andre(2)	\$ 38,985	\$ 53,000	\$ 91,985

(1) Amounts reflect the aggregate grant date fair value of grants made in the fiscal year computed in accordance with stock-based accounting rules (FASB ASC Topic 718-Stock Compensation), excluding the effect of estimated forfeitures. Assumptions used in the calculations of these amounts are included in Note 12 to our consolidated financial statements included in this Annual Report.

(2) Served as a director until August 6, 2025.

The aggregate number of unvested restricted stock awards outstanding as of fiscal year end for each non-employee director is as follows:

Name	Unvested Restricted Stock Awards (#)
Thomas Newgarden	3,489
Floyd R. Tupper	3,489
William L. Yankus	3,489
Manmohan Singh	3,489
Pranav Pasricha	1,536
Timothy P. McFadden(1)	-
Carla A. D'Andre(1)	-

(1) Served as director until August 6, 2025.

Our non-employee directors are entitled to receive annual compensation for their services as directors as follows:

- \$50,000;
- an additional \$125,000 for service as Non-Executive Chairman of the Board, an additional \$25,000 for service as Audit Committee chair, and an additional \$15,000 for service as chair of other committees; and
- \$53,000 of our common stock determined by the closing stock price on the first business day of the year, which vest on the first anniversary of the grant date.

Equity Award Grant Practices

The equity awards for Ms. Golden and Mr. Patten are set out in the Third Amended Golden Employment Agreement and the Patten Employment Agreement, respectively. Equity awards for the other Named Executive Officer[s] are discretionary and are generally granted to them in February or March each year pursuant to our Employee Bonus Plan which provides for the grant of restricted common stock based upon our growth and underwriting profitability in the prior fiscal year. In certain circumstances, including the hiring or promotion of an officer, the Compensation Committee may approve grants to be effective at other times. The Compensation Committee did not take material nonpublic information into account when determining the timing and terms of equity awards in 2025, and we do not time the disclosure of material nonpublic information for the purpose of affecting the value of executive compensation.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

Security Ownership

The following table sets forth certain information as of March 10, 2026, regarding the beneficial ownership of our shares of common stock by (i) each person who we believe to be the beneficial owner of more than 5% of our outstanding shares of common stock, (ii) each present director, (iii) each Named Executive Officer and (iv) all of our present executive officers and directors as a group.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Approximate Percent of Class
Meryl S. Golden	226,675 (1)	1.6%
Floyd R. Tupper	155,207 (2)	1.1%
William L. Yankus	95,323	*
Thomas Newgarden	51,715	*
Manmohan Singh	12,217	*
Pranav Pasricha	1,536	*
Sarah (Minlei) Chen	27,059	*
Randy L. Patten	607	*
Barry B. Goldstein PO Box 450 Hewlett, NY 11557	918,780 (3)	6.3%
Gregory Fortunoff 49 West 37th Street New York, NY 10018	848,650 (4)	5.9%
BlackRock, Inc. 50 Hudson Yards New York, NY 10001	776,258 (5)	5.4%
All executive officers and directors as a group (9 persons)	588,053 (1)(2)(6)	4.1%

* Less than 1%.

(1) Includes 25,000 shares held in a retirement trust for the benefit of Ms. Golden. The inclusion of the shares owned by the retirement trust shall not be construed as an admission that Ms. Golden is, for purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of such shares.

- (2) Includes (i) 32,395 shares owned by Mr. Tupper's wife, (ii) 6,675 shares held in a retirement trust for the benefit of Mr. Tupper and (iii) 810 shares held in a retirement trust for the benefit of Mr. Tupper's wife. Mr. Tupper has sole voting and dispositive power over 122,002 shares of common stock and shared voting and dispositive power over 33,205 shares of common stock. The inclusion of the shares owned by Mr. Tupper's wife and the retirement trusts for the benefit of Mr. Tupper and his wife shall not be construed as an admission that Mr. Tupper is, for purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of such shares.
- (3) The information regarding Mr. Goldstein is based solely on publicly available information filed with the SEC. Includes (i) 73,168 shares of common stock owned by Mr. Goldstein's wife and (ii) 15,000 shares held in a retirement trust for the benefit of Mr. Goldstein. Mr. Goldstein has sole voting and dispositive power over 845,612 shares of common stock and shared voting and dispositive power over 73,168 shares of common stock. The inclusion of the shares owned by Mr. Goldstein's wife and the retirement trust shall not be construed as an admission that Mr. Goldstein is, for purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of such shares.
- (4) The information regarding Gregory Fortunoff is based solely on Schedule 13D filed by him with the SEC on March 12, 2026 (the "Fortunoff 13D"). According to the Fortunoff 13D, Mr. Fortunoff has sole voting and dispositive power over 792,150 shares of common stock and shared voting and dispositive power over 56,500 shares of common stock. In addition, according to the Fortunoff 13D, the 848,650 shares of common stock beneficially owned by Mr. Fortunoff include shares owned by Mr. Fortunoff directly, shares beneficially owned by his wife and children, shares beneficially owned by 60 Squared LLC, which Mr. Fortunoff may be deemed to beneficially own as a manager of 60 Squared LLC, and shares underlying call options which are currently exercisable. Mr. Fortunoff disclaims beneficial ownership of the securities that he does not directly own. The Fortunoff 13D also indicates that Scott Fortunoff has sole voting and dispositive power over 184,160 shares of common stock and shared voting and dispositive power over 56,500 shares of common stock. In addition, according to the Fortunoff 13D, the 240,660 shares of common stock beneficially owned by Scott Fortunoff include shares held directly by him, shares held by his wife, shares held in certain trusts for the benefit of his children and for which he serves as trustee and shares beneficially owned by 60 Squared LLC, which he may be deemed to beneficially own as a manager of 60 Squared LLC. He disclaims beneficial ownership of the securities that he does not directly own.
- (5) The information regarding BlackRock, Inc. is based solely on Schedule 13G filed by it with the SEC on October 17, 2025. According to such Schedule 13G, (i) in accordance with SEC Release No. 34-39538 (January 12, 1998), the Schedule 13G reflects the securities beneficially owned, or deemed to be beneficially owned, by certain business units (collectively, the "Reporting Business Units") of BlackRock, Inc. and its subsidiaries and affiliates. It does not include securities, if any, beneficially owned by other business units whose beneficial ownership of securities are disaggregated from that of the Reporting Business Units in accordance with such release; and (ii) various persons have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the common stock and no one person's interest in the common stock is more than 5% of the total outstanding common shares.
- (6) Includes 6,667 shares issuable upon exercise of currently exercisable options.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth information as of December 31, 2025, with respect to compensation plans (including individual compensation arrangements) under which our common stock is authorized for issuance, aggregated as follows:

- All compensation plans previously approved by security holders; and
- All compensation plans not previously approved by security holders.

EQUITY COMPENSATION PLAN INFORMATION

	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	199,991	\$ 2.25	1,166,506 (1)
Equity compensation plans not approved by security holders	-	-	-
Total	199,991	\$ 2.25	1,166,506 (1)

(1) Includes 223,288 shares reserved for issuance pursuant to unvested restricted stock grants.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.***Director Independence******Board of Directors***

Our Board of Directors is currently comprised of Meryl S. Golden, Thomas Newgarden, Floyd R. Tupper, William L. Yankus, Manmohan Singh and Pranav Pasricha. Our board of directors has determined that each of Messrs. Newgarden, Tupper, Yankus, Singh and Pasricha is independent under applicable Nasdaq listing standards and federal securities rules and regulations.

Audit Committee

The members of our Board's Audit Committee currently are Messrs. Tupper (Chair), Newgarden and Yankus, each of whom is independent under applicable Nasdaq listing standards and federal securities rules and regulations on independence of Audit Committee members.

Nominating and Corporate Governance Committee

The members of our Board's Nominating and Corporate Governance Committee currently are Mr. Pasricha (Chair) and Messrs. Tupper and Singh, each of whom is independent under applicable Nasdaq listing standards and federal securities rules and regulations on independence.

Compensation Committee

The members of our Board's Compensation Committee currently are Messrs. Yankus (Chair), Newgarden, Tupper and Singh, each of whom is independent under applicable Nasdaq listing standards and federal securities rules and regulations on independence.

Related Party Transactions

A related person transaction is defined as any transaction or series of transactions with us in which any related person had, has, or will have a direct or indirect material interest and the amount involved exceeds \$120,000. We evaluate and monitor all related party transactions. We do not consider director compensation, as disclosed in Part III, Item 11 of

this Form 10-K to be a related party transaction. We did not have any related party transactions during the fiscal years ended December 31, 2025 and 2024.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

The following is a summary of the fees billed to us by CBIZ CPAs P.C. and Marcum LLP, our independent registered public accounting firms, for professional services rendered for the fiscal years ended December 31, 2025 and 2024, respectively.

Fee Category	Fiscal 2025 Fees CBIZ CPAs P.C.	Fiscal 2024 Fees Marcum LLP
Audit Fees(1)	\$ 802,298	\$ 428,995
Tax Fees(2)	\$ -	\$ -
Audit-Related Fees(3)	\$ -	\$ -
All Other Fees(4)	\$ -	\$ -
	\$ 802,298	\$ 428,995

(1) Audit Fees consist of fees and expenses billed for services rendered for the audit of our consolidated financial statements and review of our condensed consolidated financial statements included in our Quarterly Reports on Form 10-Q. Fees in 2024 also include services rendered in connection with the filing of Forms S-3 and S-8, comfort letter, and billings for services rendered with regard to statutory audit filing of KICO. Fees in 2025 also include audit of internal control over financial of the Company and the statutory audit filing of KICO by CBIZ CPAs P.C.

(2) Neither Marcum LLP nor CBIZ CPAs P.C. provided any tax services during the fiscal years.

(3) Neither Marcum LLP nor CBIZ CPAs P.C. provided any "Audit-Related" services during the fiscal years.

(4) Neither Marcum LLP nor CBIZ CPAs P.C. provided any other services during the fiscal years.

The Audit Committee is responsible for the appointment, compensation and oversight of the work of the independent auditors and approves in advance any services to be performed by the independent auditors, whether audit-related or not. The Audit Committee reviews each proposed engagement to determine whether the provision of services is compatible with maintaining the independence of the independent auditors. Substantially all of the fees shown above were pre-approved by the Audit Committee.

PART IV**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.**

Exhibit Number	Description of Exhibit
3(a)	Restated Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3(a) to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2014, filed on May 15, 2014).
3(b)	By-laws, as amended.*
4(d)	Description of Securities Registered Under Section 12 of the Securities Exchange Act of 1934, (incorporated by reference to Exhibit 4(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).
10(a)	Amended and Restated 2014 Equity Participation Plan (incorporated by reference to Exhibit 10(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed on April 1, 2024).
10(b)	2024 Equity Participation Plan, (incorporated by reference to Exhibit 10(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).
10(c)	Third Amended and Restated Employment Agreement, dated as of April 15, 2024, by and between Kingstone Companies, Inc. and Meryl S. Golden, as amended.*
10(d)	Employment Agreement, dated July 23, 2025, between Kingstone Companies, Inc. and Randy Patten (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K, filed on August 5, 2025).
10(e)	Sales Agreement, dated as of May 24, 2024, by and between Kingstone Companies, Inc. and Janney Montgomery Scott LLC (incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K, filed on May 24, 2024).
10(f)	Stock Grant Agreement, dated as of January 2, 2025, between Kingstone Companies, Inc. and Meryl S. Golden (incorporated by reference to Exhibit 10(f) to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).
10(g)	Stock Grant Agreement, dated as of March 3, 2025, between Kingstone Companies, Inc. and Sarah (Minlei) Chen (incorporated by reference to Exhibit 10(g) to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).
10(h)	Stock Grant Agreement, dated as of August 25, 2025, between Kingstone Companies, Inc. and Randy L. Patten.*
10(i)	Stock Grant Agreement, dated as of January 2, 2026, between Kingstone Companies, Inc. and Floyd R. Tupper.*
10(j)	Stock Grant Agreement, dated as of January 2, 2026, between Kingstone Companies, Inc. and William L. Yankus.*
10(k)	Stock Grant Agreement, dated as of January 2, 2026, between Kingstone Companies, Inc. and Thomas Newgarden.*

10(l)	Stock Grant Agreement, dated as of January 2, 2026, between Kingstone Companies, Inc. and Manmohan Singh.*
10(m)	Stock Grant Agreement, dated as of January 2, 2026, between Kingstone Companies, Inc. and Pranav Pasricha.*
10(n)	Stock Grant Agreement, dated as of January 9, 2026, between Kingstone Companies, Inc. and Meryl S. Golden.*
10(q)	Stock Grant Agreement, dated as of March 3, 2026, between Kingstone Companies, Inc. and Sarah (Minlei) Chen.*
10(r)	Stock Grant Agreement, dated as of March 3, 2026, between Kingstone Companies, Inc. and Randy L. Patten.*
10(s)	2025 Employee Bonus Plan (incorporated by reference to Exhibit 10(s) to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).#
10(t)	2026 Employee Bonus Plan*#
19	Kingstone Companies, Inc. Insider Trading Policy (incorporated by reference to Exhibit 19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 18, 2025).
21	Subsidiaries (incorporated by reference to Exhibit 21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016, filed on March 16, 2017).
23(a)	Consent of Marcum LLP.*
23(b)	Consent of CBIZ CPAs P.C.*
31(a)	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
31(b)	Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
32	Certification of Chief Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.**
97	Clawback Policy (incorporated by reference to Exhibit 97 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed on April 1, 2024).
101.INS	XBRL Instance Document.*
101.SCH	101.SCH XBRL Taxonomy Extension Schema.*
101.CAL	101.CAL XBRL Taxonomy Extension Calculation Linkbase.*

101.DEF 101.DEF XBRL Taxonomy Extension Definition Linkbase.*

101.LAB 101.LAB XBRL Taxonomy Extension Label Linkbase.*

101.PRE 101.PRE XBRL Taxonomy Extension Presentation Linkbase.*

*Filed herewith

**Furnished herewith

Portions of the exhibit (indicated by asterisks) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

ITEM 16. FORM 10-K SUMMARY.

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

KINGSTONE COMPANIES, INC.

Dated: March 16, 2026

By: /s/ Meryl S. Golden
Meryl S. Golden
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Meryl S. Golden</u> Meryl S. Golden	Chief Executive Officer, President and Director (Principal Executive Officer)	March 16, 2026
<u>/s/ Thomas Newgarden</u> Thomas Newgarden	Non-Executive Chairman of the Board and Director	March 16, 2026
<u>/s/ Randy L. Patten</u> Randy L. Patten	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	March 16, 2026
<u>/s/ Victor Brodsky</u> Victor Brodsky	Chief Accounting Officer (Principal Accounting Officer)	March 16, 2026
<u>/s/ Floyd R. Tupper</u> Floyd R. Tupper	Secretary and Director	March 16, 2026
<u>/s/ Pranav Pasricha</u> Pranav Pasricha	Director	March 16, 2026
<u>/s/ William L. Yankus</u> William L. Yankus	Director	March 16, 2026
<u>/s/ Manmohan Singh</u> Manmohan Singh	Director	March 16, 2026

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of
Kingstone Companies, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Kingstone Companies, Inc. (the "Company") as of December 31, 2025, the related consolidated statements of income and comprehensive income, stockholders' equity and cash flows for the year ended December 31, 2025, and the related notes (collectively referred to as the "financial statements").

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2025, based on the criteria established in internal control - integrated framework issued by the committee of sponsoring organizations of the treadway commission ("COSO") in 2013 and our report dated March 16, 2026, expressed an adverse opinion on the effectiveness of the Company's internal control over financial reporting because of the existence of a material weakness.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Evaluation of the Estimate of Loss and Loss Adjustment Expense ("LAE") Reserves

As discussed in Notes 2 and 11 to the financial statements, the loss and LAE reserves represent the Company's estimate of the ultimate liability for unpaid losses. These reserves are based on facts and circumstances then known and include provisions for claims that have been reported and claims that have been incurred but not reported ("IBNR"). The projection of future claim payments and reporting is based on analyses of the Company's historical experience, supplemented by analyses of industry loss data. At December 31, 2025, the Company's loss and LAE reserves balance was approximately \$140.5 million. The principal considerations that led us to conclude the estimate of loss and LAE reserves was a critical audit matter include the significance of the reserves to the Company's financial statements, the inherent judgment necessary to estimate the reserves, and the degree of variability involved in determining the estimate. Therefore, we determined that the liability for loss and LAE reserves was a critical audit matter, which required significant auditor judgment and specialized skill and knowledge including the involvement of actuarial specialists.

How the Critical Audit Matter Was Addressed in the Audit

The primary procedures we performed to address the Company's loss and LAE reserves included, but were not limited to, testing the Company's reserving process, including the actuarial analyses and the determination of the Company's estimate of the loss and LAE reserves as follows:

- Utilizing consulting actuarial professionals with specialized skills and knowledge to analyze the appropriateness of the methodologies and assumptions utilized by the Company to estimate reserves and to determine the reasonableness of the gross and net loss and LAE reserves recorded by the Company as of December 31, 2025.
- Analyzing the consistency of the Company's recorded reserves relative to the actuarial central estimates of the reserve range determined by the Company's independent actuarial firm at December 31, 2025 in comparison to December 31, 2024.
- Performing hindsight analysis to determine the completeness and accuracy of reserves recorded in the prior year and performing analytical procedures on current year reserves.
- Analyzing the 2025 quarterly actuarial reports prepared by the Company's Chief Actuary.
- Testing a sample of claims, including the establishment of individual case reserves and the settlement and payment.
- Verifying the accuracy and completeness of the underlying data, including historical claims data, provided to the independent actuarial firm engaged by the Company for the purpose of preparing the actuarial analysis at December 31, 2025.

/s/ CBIZ CPAs P.C.

We have served as the Company's auditor since 2012 (such date takes into account the acquisition of the attest business of Marcum LLP by CBIZ CPAs P.C. effective November 1, 2024).

CBIZ CPAs P.C.
Hartford, CT
March 16, 2026

PCAOB ID Number 199

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
Kingstone Companies, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Kingstone Companies, Inc. and subsidiaries (the "Company") as of December 31, 2024, the related consolidated statements of income and comprehensive income, stockholders' equity and cash flows for the year ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Marcum LLP

We have served as the Company's auditor from 2012 through 2025.

Marcum LLP
Hartford, CT
March 18, 2025

PCAOB ID Number 688

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
Consolidated Balance Sheets

	December 31, 2025	December 31, 2024
Assets		
Fixed-maturity securities, held-to-maturity, at amortized cost (fair value of \$5,137,267 at December 31, 2025 and \$5,959,265 at December 31, 2024)	\$ 6,042,348	\$ 7,047,342
Fixed-maturity securities, available-for-sale, at fair value (amortized cost of \$296,738,055 at December 31, 2025 and \$202,308,158 at December 31, 2024)	289,037,190	186,893,438
Equity securities, at fair value (cost of \$13,546,654 at December 31, 2025 and \$13,527,554 at December 31, 2024)	10,056,595	10,296,505
Other investments	4,552,378	4,380,656
Total investments	309,688,511	208,617,941
Cash and cash equivalents	12,178,730	28,669,441
Premiums receivable, net of allowance for credit losses of \$20,831 at December 31, 2025 and \$402,290 at December 31, 2024	21,012,408	21,766,988
Reinsurance receivables, net	58,996,945	69,322,436
Prepaid reinsurance	2,142,329	—
Deferred policy acquisition costs	27,867,207	24,732,371
Intangible assets	500,000	500,000
Property and equipment, net	7,897,675	9,283,970
Deferred income taxes, net	4,179,559	5,597,920
Other assets	8,961,787	6,424,776
Total assets	\$ 453,425,151	\$ 374,915,843
Liabilities		
Loss and loss adjustment expense reserves	\$ 140,538,618	\$ 126,210,428
Unearned premiums	154,028,072	134,701,733
Advance premiums	4,003,453	3,503,063
Reinsurance balances payable	5,232,319	10,509,121
Deferred ceding commission revenue	8,362,529	11,541,239
Accounts payable, accrued expenses and other liabilities	11,253,649	10,570,388
Income taxes payable	2,835,135	—
Debt, net (Current \$1,296,900 and long-term \$3,143,227 at December 31, 2025 and current \$6,849,257 and long-term \$4,322,163 at December 31, 2024)	4,440,127	11,171,420
Total liabilities	330,693,902	308,207,392
Commitments and Contingencies (Note 17)		
Stockholders' Equity		
Preferred stock, \$0.01 par value; authorized 2,500,000 shares	—	—
Common stock, \$0.01 par value; authorized 20,000,000 shares; issued 15,921,651 shares at December 31, 2025 and 14,448,205 shares at December 31, 2024; outstanding 14,397,526 shares at December 31, 2025 and 12,924,080 shares at December 31, 2024	159,216	144,482
Capital in excess of par	99,624,713	89,063,326
Accumulated other comprehensive loss	(6,081,530)	(12,175,476)
Retained earnings (accumulated deficit)	34,596,857	(4,755,874)
	128,299,256	72,276,458
Treasury stock, at cost, 1,524,125 shares at December 31, 2025 and 1,524,125 shares at December 31, 2024	(5,568,007)	(5,568,007)
Total stockholders' equity	122,731,249	66,708,451
Total liabilities and stockholders' equity	\$ 453,425,151	\$ 374,915,843

See accompanying notes to these consolidated financial statements.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
Consolidated Statements of Income and Comprehensive Income

<i>Years ended December 31,</i>	2025	2024
Revenues		
Net premiums earned	\$ 187,126,722	\$ 128,497,920
Ceding commission revenue	15,674,971	18,837,946
Net investment income	9,798,764	6,823,590
Net (losses) gains on investments	(309,994)	414,551
Realized gain on sale of real estate	1,965,989	—
Other income	610,849	568,096
Total revenues	<u>214,867,301</u>	<u>155,142,103</u>
Expenses		
Loss and loss adjustment expenses	84,265,722	62,634,716
Commission expense	40,726,801	33,929,333
Other underwriting expenses	31,718,770	25,692,727
Other operating expenses	4,105,310	3,634,583
Depreciation and amortization	2,559,835	2,448,932
Interest expense	445,213	3,513,655
Total expenses	<u>163,821,651</u>	<u>131,853,946</u>
Income from operations before taxes	51,045,650	23,288,157
Income tax expense	10,278,522	4,929,721
Net income	<u>40,767,128</u>	<u>18,358,436</u>
Other comprehensive income, net of tax		
Gross decrease in unrealized losses on available-for-sale-securities	7,491,149	111,446
Reclassification adjustment for losses included in net income	222,706	13,979
Net decrease in unrealized losses	7,713,855	125,425
Income tax expense related to items of other comprehensive income	(1,619,909)	(26,338)
Other comprehensive income, net of tax	<u>6,093,946</u>	<u>99,087</u>
Comprehensive income	<u>\$ 46,861,074</u>	<u>\$ 18,457,523</u>
Earnings per common share:		
Basic	\$ 2.93	\$ 1.60
Diluted	\$ 2.88	\$ 1.48
Weighted average common shares outstanding		
Basic	13,926,024	11,478,899
Diluted	14,143,173	12,423,769
Dividends declared and paid per common share	<u>\$ 0.10</u>	<u>\$ —</u>

See accompanying notes to these consolidated financial statements.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity

Years ended December 31, 2025 and 2024

	Preferred Stock		Common Stock		Capital in Excess of Par	Accumulated Other Comprehensive Loss	(Accumulated Deficit) Retained Earnings	Treasury Stock		Total
	Shares	Amount	Shares	Amount				Shares	Amount	
Balance, January 1, 2024	—	\$ —	12,248,313	\$ 122,483	\$ 75,338,010	\$ (12,274,563)	\$ (23,114,310)	1,471,406	\$ (5,567,481)	\$ 34,504,139
Stock-based compensation	—	—	—	—	1,382,912	—	—	—	—	1,382,912
Vesting of restricted stock awards	—	—	518,405	5,184	(5,184)	—	—	—	—	—
Shares deducted from restricted stock awards for payment of withholding taxes	—	—	(132,210)	(1,321)	(1,309,320)	—	—	—	—	(1,310,641)
Exercise of stock options	—	—	71,997	721	63,516	—	—	52,719	(526)	63,711
Issuance of common stock, net of offering costs of \$427,179	—	—	1,437,287	14,370	13,596,437	—	—	—	—	13,610,807
Exercise of warrants	—	—	304,413	3,045	(3,045)	—	—	—	—	—
Net income	—	—	—	—	—	—	18,358,436	—	—	18,358,436
Decrease in unrealized losses on available-for-sale securities, net of tax	—	—	—	—	—	99,087	—	—	—	99,087
Balance, December 31, 2024	—	—	14,448,205	144,482	89,063,326	(12,175,476)	(4,755,874)	1,524,125	(5,568,007)	66,708,451
Stock-based compensation	—	—	—	—	1,482,357	—	—	—	—	1,482,357
Vesting of restricted stock awards	—	—	231,613	2,316	(2,316)	—	—	—	—	—
Shares deducted from restricted stock awards for payment of withholding taxes	—	—	(36,902)	(369)	(561,845)	—	—	—	—	(562,214)
Exercise of stock options	—	—	51,487	515	62,199	—	—	—	—	62,714
Shares deducted from exercise of stock options for payment of withholding taxes	—	—	(868)	(9)	(14,296)	—	—	—	—	(14,305)
Issuance of common stock - employee stock purchase plan	—	—	10,729	107	137,009	—	—	—	—	137,116
Issuance of common stock, net of offering costs of \$338,063	—	—	612,999	6,130	9,464,323	—	—	—	—	9,470,453
Exercise of warrants	—	—	604,388	6,044	(6,044)	—	—	—	—	—
Dividends	—	—	—	—	—	—	(1,414,397)	—	—	(1,414,397)
Net income	—	—	—	—	—	—	40,767,128	—	—	40,767,128
Decrease in unrealized losses on available-for-sale securities, net of tax	—	—	—	—	—	6,093,946	—	—	—	6,093,946
Balance, December 31, 2025	—	\$ —	15,921,651	\$ 159,216	\$ 99,624,713	\$ (6,081,530)	\$ 34,596,857	1,524,125	\$ (5,568,007)	\$ 122,731,249

See accompanying notes to these consolidated financial statements.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows

<i>Years ended December 31,</i>	2025	2024
Cash flows from operating activities:		
Net income	\$ 40,767,128	\$ 18,358,436
Adjustments to reconcile net income to net cash flows		
provided by operating activities:		
Net realized losses on investments	222,706	62,349
Net unrealized losses on equity investments	259,010	6,606
Net unrealized gains on other investments	(171,722)	(483,506)
Gain on sale of real estate	(1,965,989)	-
Depreciation and amortization	2,559,835	2,448,932
Bad debt expense	599,653	115,470
Accretion of bond discount, net	(17,958)	(520,901)
Amortization of discount and issuance costs on debt	65,163	989,101
Loss on extinguishment of debt	174,962	296,553
Stock-based compensation	1,482,357	1,382,912
Deferred income tax (benefit) expense	(201,548)	4,927,561
Decrease (increase) in operating assets:		
Premiums receivable, net	154,927	(8,277,650)
Reinsurance receivables, net	10,325,491	6,271,476
Prepaid reinsurance	(2,142,329)	-
Deferred policy acquisition costs	(3,134,836)	(4,929,807)
Other assets	(2,335,136)	(1,850,192)
Increase (decrease) in operating liabilities:		
Loss and loss adjustment expense reserves	14,328,190	4,392,566
Unearned premiums	19,326,339	29,080,195
Advance premiums	500,390	(294,527)
Reinsurance balances payable	(5,276,802)	(2,328,019)
Deferred ceding commission revenue	(3,178,710)	2,080,374
Accounts payable, accrued expenses and other liabilities	683,261	6,219,842
Taxes payable	2,835,135	-
Net cash flows provided by operating activities	75,859,517	57,947,771
Cash flows from investing activities:		
Redemption - fixed-maturity securities held-to-maturity	1,000,000	-
Purchase - fixed-maturity securities available-for-sale	(154,381,310)	(165,000,894)
Sale and maturity - fixed-maturity securities available-for-sale	59,751,659	127,665,799
Purchase - equity securities	(19,100)	-
Sale - equity securities	-	4,410,859
Proceeds from sale of real estate	3,600,000	-
Acquisition of property and equipment	(2,807,551)	(2,337,205)
Net cash flows used in investing activities	(92,856,302)	(35,261,441)
Cash flows from financing activities:		
Principal payments on equipment financing	(1,223,293)	(1,153,862)
Principal payment on 2022 Notes	-	(5,000,000)
Principal payment on 2024 Notes	(5,950,000)	(9,000,000)
Issue costs on 2024 and 2022 Notes	-	(203,902)
Proceeds from exercise of stock options	62,714	63,711
Proceeds from employee stock purchase plan	137,116	-
Withholding taxes paid on net exercise of stock options	(14,305)	-
Withholding taxes paid on vested restricted stock awards	(562,214)	(1,310,641)
Net proceeds from issuance of common stock	9,470,453	13,610,807
Dividends paid	(1,414,397)	-
Net cash flows provided by (used in) financing activities	506,074	(2,993,887)

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows (Continued)

<i>Years ended December 31,</i>	2025	2024
(Decrease) increase in cash and cash equivalents	\$ (16,490,711)	\$ 19,692,443
Cash and cash equivalents, beginning of period	28,669,441	8,976,998
Cash and cash equivalents, end of period	\$ 12,178,730	\$ 28,669,441
Supplemental disclosures of cash flow information:		
Cash paid for income taxes-federal	\$ 8,028,000	\$ -
Cash paid for income taxes-state	\$ 250	\$ -
Cash paid for interest	\$ 1,588,205	\$ 2,524,555
Supplemental schedule of non-cash investing and financing activities:		
Other comprehensive income, net of tax	\$ 6,093,946	\$ 99,087
Lease liability in exchange for right-of-use asset	\$ 198,042	\$ -

See accompanying notes to these consolidated financial statements.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

Note 1 - Nature of Business

Kingstone Companies, Inc. (referred to herein as "Kingstone" or the "Company" or, on a standalone basis for the parent company only, the "Holding Company"), operates through its wholly-owned subsidiary, Kingstone Insurance Company ("KICO"). KICO is a New York domiciled carrier writing business through retail and wholesale agents and brokers. KICO is actively writing personal lines and commercial auto insurance in New York, and in 2024 was the 12th largest writer of homeowners insurance in New York. KICO is also licensed in the states of New Jersey, Rhode Island, Massachusetts, Connecticut, Pennsylvania, New Hampshire, and Maine. For the years ended December 31, 2025 and 2024, 98.0% and 96.0%, respectively, of KICO's direct written premiums came from the New York policies. Kingstone, through its wholly owned subsidiary, Cosi Agency, Inc. ("Cosi"), a multi-state licensed general agency, receives commission revenue from KICO for the policies it places with others and pays commissions to these agencies.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Principles of Consolidation

The consolidated financial statements include the accounts of Kingstone and its wholly owned subsidiaries: (1) KICO and its wholly owned subsidiaries, CMIC Properties, Inc. and 15 Joys Lane, LLC, which together, until March 2025, owned the land and building from which KICO operated (see Note 20 - Sale of Real Estate), and (2) Cosi. All significant inter-company account balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates and assumptions, and includes the reserves for losses and LAE, which are subject to estimation errors due to the inherent uncertainty in projecting ultimate claim amounts that will be reported and settled over a period of many years. In addition, estimates and assumptions associated with receivables under reinsurance contracts related to contingent ceding commission revenue require judgments by management. On an ongoing basis, management reevaluates its assumptions and the methods for calculating these estimates. Actual results may differ significantly from the estimates used in preparing the consolidated financial statements.

Revenue Recognition

Net Premiums Earned

Insurance policies issued by the Company are short-duration contracts. Accordingly, premium revenues, net of premiums ceded to reinsurers, are recognized as earned in proportion to the amount of insurance protection provided, on a pro-rata basis over the terms of the underlying policies. Unearned premiums represent premiums applicable to the unexpired portions of in-force insurance contracts at the end of each year.

Ceding Commission Revenue

Commissions on reinsurance premiums ceded are earned in a manner consistent with the recognition of the costs of the reinsurance, generally on a pro-rata basis over the terms of the policies reinsured. Unearned amounts are recorded as deferred ceding commission revenue. Certain reinsurance agreements contain provisions whereby the ceding commission rates vary based on the loss experience under the agreements. The Company records ceding commission revenue based on its current estimate of subject losses. The Company records adjustments to ceding commission revenue in the period that changes in the estimated losses are determined.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

Loss and Loss Adjustment Expenses ("LAE") Reserves

The liability for loss and LAE represents management's best estimate of the ultimate cost of all reported and unreported losses that are unpaid as of the balance sheet date. The liability for loss and LAE is estimated on an undiscounted basis, using individual case-basis valuations, statistical analyses and various actuarial reserving methodologies. The projection of future claim payment and reporting is based on an analysis of the Company's historical experience, supplemented by analyses of industry loss data. Management believes that the reserves for loss and LAE are adequate to cover the ultimate cost of losses and claims to date; however, because of the uncertainty from various sources, including changes in reporting patterns, claims settlement patterns, judicial decisions, legislation, and economic conditions, actual loss experience may not conform to the assumptions used in determining the estimated amounts for such liability at the balance sheet date. Adjustments to these estimates are reflected in expense for the period in which the estimates are changed. Because of the nature of the business historically written, management believes that the Company has limited exposure to environmental claim liabilities.

Reinsurance

In the normal course of business, the Company seeks to reduce the loss that may arise from catastrophes or other events that cause unfavorable underwriting results. This is done by reinsuring certain levels of risk in various areas of exposure with a panel of financially secure reinsurance carriers.

Reinsurance receivables represents management's best estimate of paid and unpaid loss and LAE recoverable from reinsurers, and ceded losses receivable and unearned ceded premiums under reinsurance agreements. Ceded losses receivable are estimated using techniques and assumptions consistent with those used in estimating the liability for loss and LAE. Management believes that reinsurance receivables as recorded represent its best estimate of such amounts; however, as changes in the estimated ultimate liability for loss and LAE are determined, the estimated ultimate amount receivable from the reinsurers will also change. Accordingly, the ultimate receivable could be significantly in excess of or less than the amount recorded in the consolidated financial statements. Adjustments to these estimates are reflected in the period in which the estimates are changed. Loss and LAE incurred as presented in the Consolidated Statements of Income and Comprehensive Income are net of reinsurance recoveries.

Management has evaluated its reinsurance arrangements and determined that significant insurance risk is transferred to the reinsurers. Reinsurance agreements have been determined to be short-duration prospective contracts and, accordingly, the costs of the reinsurance are recognized over the remaining contract period in proportion to the reinsurance protection provided, or recorded periodically, as per the terms of the contract, in a direct relationship to the gross premium recording.

Management estimates uncollectible amounts receivable from reinsurers based on an assessment of factors including the creditworthiness of the reinsurers and the adequacy of collateral obtained, where applicable. There was no allowance for uncollectible reinsurance credit losses as of December 31, 2025 and 2024. The Company did not expense any uncollectible reinsurance for the years ended December 31, 2025 and 2024. Significant uncertainties are inherent in the assessment of the creditworthiness of reinsurers and estimates of any uncollectible amounts due from reinsurers. Any change in the ability of the Company's reinsurers to meet their contractual obligations could have a material adverse effect on the consolidated financial statements as well as KICO's ability to meet its regulatory capital and surplus requirements.

The Company presents its net reinsurance receivables separately from its reinsurance balances payable in accordance with Accounting Standards Codification ("ASC") 210. Additionally, prepaid premiums for excess of loss and catastrophe reinsurance treaties are presented net in reinsurance balances payable as a reduction to reinsurance premiums payable as they meet the net accounting criteria of ASC 210. The Company has entered into reinsurance agreements wherein the right of offset exists in accordance with ASC 210.

Credit Losses

The Company accounts for credit losses on receivables and held-to-maturity securities in accordance with ASC 326. See investments, premiums receivable and reinsurance.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. The Company maintains its cash balances at several financial institutions.

Investments

The Company classifies its fixed-maturity securities as either held-to-maturity or available-for-sale. Fixed-maturity securities that the Company has the specific intent and ability to hold until maturity are classified as such and carried at amortized cost. Available-for-sale securities are reported at their estimated fair values based on quoted market prices from recognized pricing services, adjusted for an allowance for expected credit losses, with unrealized gains and losses, net of tax effects, reported as a separate component of accumulated other comprehensive loss. Realized gains and losses are determined on the specific identification method and reported in net income in the consolidated statements of income and comprehensive income.

Equity securities are reported at their estimated fair values based on quoted market prices from recognized pricing services, with unrealized gains and losses reported in net (losses) gains on investments in the consolidated statements of income and comprehensive income. Other investments are reported at their estimated fair values using the net asset value ("NAV") per share (or its equivalent) of the instrument with unrealized gains and losses reported in net (losses) gains on investments in the Consolidated Statements of Income and Comprehensive Income. See Note - 3, Investments for additional discussion.

The Company reviews all debt securities with unrealized losses on a quarterly basis to assess whether the decline in the securities' fair value necessitates the recognition of an allowance for credit losses. Factors considered in the review include the extent to which the fair value has been less than amortized cost, current market interest rates and whether the unrealized loss is credit-driven or a result of changes in market interest rates. The Company also considers factors specific to the issuer including the general financial condition of the issuer, the issuer's industry and future business prospects, any past failure of the issuer to make scheduled interest or principal payments, the payment structure of the investment and the issuer's ability to make contractual payments on the investment.

The Company may sell its available-for-sale securities, equity securities, and other investments in response to changes in interest rates, risk/reward characteristics, liquidity needs or other factors. Investment income is accrued to the balance sheet dates of the consolidated financial statements and includes amortization of premium and accretion of discount on fixed-maturity securities. Interest is recognized when earned, while dividends are recognized when declared. Due and accrued investment income totaled approximately \$2,083,000 and \$1,697,000 as of December 31, 2025 and 2024, respectively, and is included in other assets on the accompanying consolidated balance sheets.

For fixed-maturity securities where a decline in fair value is below the amortized cost basis and the Company intends to sell the security, or it is more likely than not that the Company will be required to sell the security before recovery of its amortized cost, a credit-loss charge is recognized in net loss based on the fair value of the security at the time of assessment.

For available-for-sale fixed maturity securities, a credit loss exists if the present value of cash flows expected to be collected is less than the amortized cost basis. The allowance for credit loss related to available-for-sale fixed maturity securities is the difference between the present value of cash flows expected to be collected and the amortized cost basis, limited by the amount that the fair value is less than the amortized cost basis. The Company considers all available evidence when determining whether an investment requires a credit loss write-down or allowance to be recorded, which is recognized in net loss through an allowance for credit losses. Any remaining decline in fair value represents the noncredit portion of the impairment, which is recognized in other comprehensive income, net of tax.

The Company has made a policy election to present accrued interest balances separately from the amortized cost basis of assets and has elected the practical expedient to exclude the accrued interest from the tabular disclosures for available-for-sale and held-to-maturity securities. The Company has elected not to estimate an allowance for credit losses on accrued interest receivable. The accrual of interest income is discontinued, and the asset is placed on nonaccrual status in the quarter that payment becomes delinquent. Interest accrued but not received for assets on nonaccrual status is reversed through investment income. Interest received for assets that are on nonaccrual status is recognized as payment is received. The asset is returned to accrual status when the principal and interest amounts contractually due are brought current and future payments are expected.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

The Company did not identify any available-for-sale securities as of December 31, 2025 and 2024 which presented a risk of loss due to credit deterioration of the security.

Premiums Receivable

Premiums receivable include balances due currently or in the future and are presented net of an allowance for credit losses of approximately \$21,000 and \$402,000 as of December 31, 2025 and 2024, respectively. The allowance for credit losses is based on an analysis of amounts receivable giving consideration to historical loss experience and current economic conditions and reflects an amount that, in management's judgment, is adequate. Uncollectible premiums receivable balances of approximately \$600,000 and \$115,000 were written off for the years ended December 31, 2025 and 2024, respectively. The Company evaluates cancellations after the balance sheet date and has recorded a cancellation reserve of approximately \$357,000 as of December 31, 2025. As of December 31, 2024, the Company has determined that the cancellations were not material; therefore no additional cancellation reserve was recognized as of December 31, 2024.

Deferred Policy Acquisition Costs

Policy acquisition costs represent the costs of writing business that vary with, and are primarily related to, the successful production of insurance business (principally commissions, premium taxes and certain underwriting salaries). Policy acquisition costs are deferred and recognized as expense as the related premiums are earned.

Intangible Assets

The Company has recorded acquired identifiable intangible assets. The cost of a group of assets acquired in a transaction is allocated to the individual assets including identifiable intangible assets based on their fair values. Identifiable intangible assets with a finite useful life are amortized over the period that the asset is expected to contribute directly or indirectly to the future cash flows of the Company. Intangible assets with an indefinite life are not amortized, but are subject to impairment testing if events or changes in circumstances indicate that it is more likely than not the asset is impaired. All identifiable intangible assets are tested for recoverability whenever events or changes in circumstances indicate that a carrying amount may not be recoverable. No impairment losses from intangible assets were recognized for the years ended December 31, 2025 and 2024.

Property and Equipment

Building and building improvements, automobiles, furniture, computer equipment, and computer software are reported at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets. The Company estimates the useful life for computer equipment, automobiles, furniture and other equipment is three years, computer software is three to five years, and building and building improvements is 39 years.

The Company reviews the remaining land that was part of its real estate assets that had been used as its headquarters to evaluate the necessity of recording impairment losses for market changes due to declines in the estimated fair value of the property. In evaluating potential impairment, management considers the current estimated fair value compared to the carrying value of the asset. At December 31, 2025 and 2024, the fair value of the real estate assets is estimated to be in excess of the carrying value. See Note 20 - Sale of Real Estate.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax basis and for operating loss and tax credit carry forwards. 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. The Company files a consolidated tax return with its subsidiaries. At December 31, 2025 and 2024, the Company had no material unrecognized tax benefits and no adjustments to liabilities or operations were required.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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Concentration, Credit Risk and Market Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents, investments, and premium and reinsurance receivables. At times, cash may be uninsured or in deposit accounts that exceed Federal Deposit Insurance Corporation ("FDIC") insurance limits. The Company has not experienced any losses on such accounts and management believes the Company is not exposed to any significant credit risk.

Stressed conditions, volatility and disruptions in capital markets or financial asset classes can have an adverse effect on the Company, in part because the Company has a large investment portfolio supporting the Company's insurance liabilities, which are sensitive to changing market factors. These market factors, which include interest rates, credit spread, equity prices, and the volatility and strength of the capital markets, all affect the business and economic environment and, ultimately, the profitability of the Company's business. The Company manages its investments to limit credit and other market risks by diversifying its portfolio among various security types and industry sectors based on KICO's investment committee guidelines, which employ a variety of investment strategies.

As of December 31, 2025 and 2024, the Company's cash equivalents were as follows:

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>
Collateralized bank repurchase agreement (1)	\$ 194,158	\$ 788,833
Money market funds	571,014	1,676,626
Total	\$ 765,172	\$ 2,465,459

(1) The Company has a security interest in certain of the bank's holdings of direct obligations of the United States or one or more agencies thereof. The collateral is held in a hold-in-custody arrangement with a third party who maintains physical possession of the collateral on behalf of the bank.

At December 31, 2025, the outstanding premiums receivable balance is generally diversified due to the large number of individual insureds comprising the Company's customer base. For the years ended December 31, 2025 and 2024, 98.0% and 96.0%, respectively, of KICO's direct written premiums came from policies written in the state of New York.

The Company also has receivables from its reinsurers. Reinsurance contracts do not relieve the Company of its obligations to policyholders. Failure of reinsurers to honor their obligations could result in losses to the Company. The Company periodically evaluates the financial condition of its reinsurers to minimize its exposure to significant losses from reinsurer insolvencies. See Note 7- Reinsurance for reinsurance recoverables on unpaid and paid losses by reinsurers. Management's policy is to review all outstanding receivables quarterly as well as the bad debt write-offs experienced in the past and establish an allowance for credit losses, if deemed necessary.

Direct premiums earned from lines of business in excess of 10% of the total, which subject the Company to concentration risk for the years ended December 31, 2025 and 2024, is as follows:

	<u>Years ended December 31,</u>	
	<u>2025</u>	<u>2024</u>
Personal Lines	94.3%	93.1%
Premiums earned not subject to concentration (1)	5.7%	6.9%
Total premiums earned	100.0%	100.0%

(1) For the years ended December 31, 2025 and 2024, premiums earned not subject to concentration are comprised primarily of one line of business.

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Earnings per share

Basic earnings per common share is computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding. Diluted earnings per common share reflects, in periods in which they have a dilutive effect, the impact of common shares issuable upon the exercise of stock options and warrants as well as non-vested restricted stock awards. The computation of diluted earnings per share excludes those options and warrants with an exercise price in excess of the average market price of the Company's common shares during the periods presented. Additionally, the computation of diluted earnings per share excludes unvested restricted stock awards as calculated using the treasury stock method.

Advertising Costs

Advertising costs are charged to operations as incurred. Advertising costs are included in other underwriting expenses in the accompanying Consolidated Statements of Income and Comprehensive Income were approximately \$130,000 and \$100,000 for the years ended December 31, 2025 and 2024, respectively.

Stock-based Compensation

Stock-based compensation expense in 2025 and 2024 is the estimated fair value of restricted stock awards and options granted, amortized on a straight-line basis over the requisite service period for the entire portion of the award less an estimate for anticipated forfeitures. The Company uses the "simplified" method to estimate the expected term of the options because the Company's historical share option exercise experience does not provide a reasonable basis upon which to estimate expected term.

Warrants

The Company's warrants are accounted for as equity in accordance with ASC 480-10, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*. The Company's warrants are accounted for at fair value on the issuance date. On December 29, 2025, the remaining outstanding warrants were exercised. The Company has no outstanding warrants as of December 31, 2025.

Compensated Absences

Employees of the Company are entitled to paid time off, sick days, and other time off depending on job classification, length of service and other factors. The Company has determined it is impracticable to estimate the amount of compensation of future absences and, accordingly, no liability has been recorded in the accompanying consolidated financial statements. The Company's policy is to recognize the cost of compensated absences when paid to employees.

Leases

The Company records operating leases in accordance with ASC 842, Leases ("*Topic 842*"). Under Topic 842, the Company recognizes a right-of-use-asset and corresponding liability on the balance sheet for all leases, except for leases covering a period of fewer than 12 months. The liability has been measured at the present value of the future minimum lease payments taking into account renewal options if applicable plus initial incremental direct costs such as commissions. The minimum payments are discounted using the Company's incremental borrowing rate. The right-of-use asset is amortized as rent expense on a straight-line basis (See Note 17 - Commitments and Contingencies - Office Leases).

Comprehensive Income

Comprehensive income is comprised of revenues, expenses, gains and losses that are included in comprehensive income but are excluded from net income as these amounts are recorded directly as an adjustment to stockholders' equity, and result primarily from changes in unrealized gains and losses on available-for-sale securities, net of the related income taxes. The Company releases the related deferred tax effects from accumulated other comprehensive income (loss) into income at the time when the unrealized gains or losses are reclassified to earnings, which generally occurs when an available-for-sale security is sold, matures, or is determined to be other-than-temporarily impaired.

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Accounting Changes

In November 2023, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2023-07, Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which introduces improvements to the information that a public entity discloses about its reportable segments and addresses investor requests for more information about reportable segment expenses. ASU 2023-07 does not change the current guidance related to the identification of operating segments, the determination of reportable segments, or the aggregation criteria. Rather, the new guidance introduces additional disclosure requirements and expands those requirements to entities with a single reportable segment, not just entities with multiple reportable segments. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company retrospectively adopted ASU 2023-07 effective December 31, 2024, and has added the required disclosures for entities with a single reportable segment for the years ended December 31, 2025 and December 31, 2024. See Note 19 - Segment Reporting.

In December 2023, the FASB issued ASU No. 2023-09, Improvements to Income Tax Disclosures ("ASU 2023-09"), which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. ASU-2023-09 is effective for public companies with annual periods beginning after December 15, 2024. The Company prospectively adopted ASU-2023-09 effective December 31, 2025, and has added the required disclosures that meet the materiality thresholds for the year ended December 31, 2025. See Note 15 – Income Taxes. The adoption of the guidance updated disclosures but did not have an impact on the Company's results of operations.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses ("ASU 2024-03"). ASU 2024-03 requires disaggregated disclosure of income statement expenses. ASU 2024-03 does not change the expense captions currently presented on the income statement; rather it requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes to the financial statements. ASU 2024-03 is effective for annual reporting periods as amended by ASU 2025-01, beginning after December 15, 2026, and interim reporting periods within fiscal years beginning after December 15, 2027. ASU 2024-03 can be applied on a prospective basis; however, retrospective application is permitted. Early adoption is permitted. The Company is currently evaluating the effect the updated guidance will have on its financial statement disclosures.

The Company has determined that all other recently issued accounting pronouncements will not have a material impact on its consolidated financial position, results of operations and cash flows, or do not apply to its operations.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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Note 3 - Investments

Fixed-Maturity Securities

The amortized cost, estimated fair value, and unrealized gains and losses on investments in fixed-maturity securities classified as available-for-sale as of December 31, 2025 and 2024 are summarized as follows:

December 31, 2025						
Category	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	Net Unrealized Gains (Losses)
			Less than 12 Months	More than 12 Months		
Fixed-Maturity Securities:						
U.S. Treasury securities and obligations of U.S. government corporations and agencies (1)	\$ 997,124	\$ 10,066	\$ —	\$ —	\$ 1,007,190	\$ 10,066
Political subdivisions of States, Territories and Possessions (1)	24,125,578	182,580	—	(2,534,725)	21,773,433	(2,352,145)
Corporate and other bonds Industrial and miscellaneous (1)	131,958,643	567,410	(118,901)	(2,540,470)	129,866,682	(2,091,961)
Residential mortgage and other asset backed securities (1) (2)	139,656,710	1,273,816	(62,968)	(4,477,673)	136,389,885	(3,266,825)
Total fixed-maturity securities	\$ 296,738,055	\$ 2,033,872	\$ (181,869)	\$ (9,552,868)	\$ 289,037,190	\$ (7,700,865)
December 31, 2024						
Category	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	Net Unrealized Losses
			Less than 12 Months	More than 12 Months		
Fixed-Maturity Securities:						
U.S. Treasury securities and obligations of U.S. government corporations and agencies (1)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Political subdivisions of States, Territories and Possessions	24,271,177	—	(73,589)	(3,324,491)	20,873,097	(3,398,080)
Corporate and other bonds Industrial and miscellaneous	112,507,436	—	(1,024,461)	(4,690,597)	106,792,378	(5,715,058)
Residential mortgage and other asset backed securities (2)	65,529,545	119,647	(209,890)	(6,211,339)	59,227,963	(6,301,582)
Total fixed-maturity securities	\$ 202,308,158	\$ 119,647	\$ (1,307,940)	\$ (14,226,427)	\$ 186,893,438	\$ (15,414,720)

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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- (1) In October 2022, KICO placed certain U.S. Treasury securities to fulfill the required collateral for a sale leaseback transaction in a designated custodian account (see Note 9 – Debt - “Equipment Financing”). As of December 31, 2024 KICO had sold its U.S. Treasury securities and replaced a portion of its other fixed-maturity securities in the designated custodian account. As of December 31, 2025 and 2024, the amount of required collateral was approximately \$3,616,000 and \$5,308,000, respectively. As of December 31, 2025 and 2024, the estimated fair value of the eligible collateral was approximately \$3,616,000 and \$5,308,000, respectively.
- (2) KICO has placed certain residential mortgage backed securities as eligible collateral in a designated custodian account related to its membership in the Federal Home Loan Bank of New York (“FHLBNY”) (see Note 9 – Debt – “Federal Home Loan Bank”). The eligible collateral would be pledged to FHLBNY if KICO draws an advance from the FHLBNY credit line. As of December 31, 2025, the estimated fair value of the eligible investments was approximately \$9,598,000. KICO will retain all rights regarding all securities if pledged as collateral. As of December 31, 2025 and 2024 there was no outstanding balance on the FHLBNY credit line.

A summary of the amortized cost and estimated fair value of the Company’s investments in available-for-sale fixed-maturity securities by contractual maturity as of December 31, 2025 and 2024 is shown below:

Remaining Time to Maturity	December 31, 2025		December 31, 2024	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Less than one year	\$ 6,039,179	\$ 6,052,600	\$ 9,522,262	\$ 9,484,834
One to five years	76,122,161	75,365,535	68,052,387	66,141,372
Five to ten years	54,998,070	53,590,654	38,159,446	34,068,922
More than 10 years	19,921,935	17,638,516	21,044,518	17,970,347
Residential mortgage and other asset backed securities	139,656,710	136,389,885	65,529,545	59,227,963
Total	<u>\$ 296,738,055</u>	<u>\$ 289,037,190</u>	<u>\$ 202,308,158</u>	<u>\$ 186,893,438</u>

The actual maturities may differ from contractual maturities because certain borrowers have the right to call or prepay obligations with or without penalties.

Equity Securities

The cost and estimated fair value of, and gross unrealized gains and losses on, investments in equity securities as of December 31, 2025 and 2024 are as follows:

Category	December 31, 2025			
	Cost	Gross Gains	Gross Losses	Estimated Fair Value
Equity Securities:				
Preferred stocks	\$ 9,750,322	\$ -	\$ (2,765,627)	\$ 6,984,695
Fixed income exchange traded funds	3,711,232	-	(724,432)	2,986,800
FHLBNY common stock	85,100	-	-	85,100
Total	<u>\$ 13,546,654</u>	<u>\$ -</u>	<u>\$ (3,490,059)</u>	<u>\$ 10,056,595</u>

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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Category	December 31, 2024			
	Cost	Gross Gains	Gross Losses	Estimated Fair Value
Equity Securities:				
Preferred stocks	\$ 9,750,322	\$ -	\$ (2,422,617)	\$ 7,327,705
Fixed income exchange traded funds,	3,711,232	-	(808,432)	2,902,800
FHLBNY common stock	66,000	-	-	66,000
Total	<u>\$ 13,527,554</u>	<u>\$ -</u>	<u>\$ (3,231,049)</u>	<u>\$ 10,296,505</u>

Other Investments

The cost and estimated fair value of, and gross unrealized gains on, the Company's other investments as of December 31, 2025 and 2024 are as follows:

Category	December 31, 2025			December 31, 2024		
	Cost	Gross Gains	Estimated Fair Value	Cost	Gross Gains	Estimated Fair Value
Other Investments:						
Hedge fund	\$ 1,987,040	\$ 2,565,338	\$ 4,552,378	\$ 1,987,040	\$ 2,393,616	\$ 4,380,656

The Company may withdraw any or all of its interest in the Hedge Fund by written request at least 45 days prior to the applicable withdrawal date,

Held-to-Maturity Securities

The cost or amortized cost and estimated fair value of, and gross unrealized gains and losses on, investments in held-to-maturity fixed-maturity securities as of December 31, 2025 and 2024 are summarized as follows:

Category	December 31, 2025					
	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	Net Unrealized Losses
			Less than 12 Months	More than 12 Months		
Held-to-Maturity Securities:						
U.S. Treasury securities	\$ 1,229,490	\$ -	\$ (3,070)	\$ (22,083)	\$ 1,204,337	\$ (25,153)
Exchange traded debt	304,111	-	-	(62,111)	242,000	(62,111)
Corporate and other bonds						
Industrial and miscellaneous	4,508,747	-	-	(817,817)	3,690,930	(817,817)
Total	<u>\$ 6,042,348</u>	<u>\$ -</u>	<u>\$ (3,070)</u>	<u>\$ (902,011)</u>	<u>\$ 5,137,267</u>	<u>\$ (905,081)</u>

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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Category	December 31, 2024					
	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses		Estimated Fair Value	Net Unrealized Losses
			Less than 12 Months	More than 12 Months		
Held-to-Maturity Securities:						
U.S. Treasury securities	\$ 1,229,170	\$ -	\$ (39,630)	\$ (15,990)	\$ 1,173,550	\$ (55,620)
Political subdivisions of States, Territories and Possessions	499,719	-	(654)	-	499,065	(654)
Exchange traded debt	304,111	-	-	(55,611)	248,500	(55,611)
Corporate and other bonds						
Industrial and miscellaneous	5,014,342	-	-	(976,192)	4,038,150	(976,192)
Total	\$ 7,047,342	\$ -	\$ (40,284)	\$ (1,047,793)	\$ 5,959,265	\$ (1,088,077)

Held-to-maturity U.S. Treasury securities are held in trust pursuant to various states' minimum fund requirements.

A summary of the amortized cost and the estimated fair value of the Company's investments in held-to-maturity securities by contractual maturity as of December 31, 2025 and 2024 is shown below:

Remaining Time to Maturity	December 31, 2025		December 31, 2024	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Less than one year	\$ -	\$ -	\$ 499,719	\$ 499,065
One to five years	2,063,366	2,029,462	622,375	600,288
Five to ten years	-	-	1,427,579	1,323,600
More than 10 years	3,978,982	3,107,805	4,497,669	3,536,312
Total	\$ 6,042,348	\$ 5,137,267	\$ 7,047,342	\$ 5,959,265

The actual maturities may differ from contractual maturities because certain borrowers have the right to call or prepay obligations with or without penalties.

There was no allowance for credit losses on held-to-maturity fixed-maturity securities as of December 31, 2025 and December 31, 2024.

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Investment Income

Major categories of the Company's net investment income are summarized as follows:

	Years ended December 31,	
	2025	2024
Income:		
Fixed-maturity securities	\$ 9,324,074	\$ 5,197,793
Equity securities	508,686	591,023
Cash and cash equivalents	344,837	1,215,861
Other	-	39,227
Total	<u>10,177,597</u>	<u>7,043,904</u>
Expenses:		
Investment expenses	378,833	220,314
Net investment income	<u>\$ 9,798,764</u>	<u>\$ 6,823,590</u>

Proceeds from the redemption of fixed-maturity securities held-to-maturity were \$1,000,000 and \$0 for the years ended December 31, 2025 and 2024, respectively.

Proceeds from the sale and maturity of fixed-maturity securities available-for-sale were \$59,751,659 and \$127,665,799 for the years ended December 31, 2025 and 2024, respectively.

Proceeds from the sale of equity securities were \$0 and \$4,410,859 for the years ended December 31, 2025 and 2024, respectively.

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The Company's net gains (losses) on investments for the years ended December 31, 2025 and 2024 are summarized as follows:

	Years ended December 31,	
	2025	2024
Realized (Losses) Gains		
Fixed-maturity securities:		
Gross realized gains	\$ 16,152	\$ 1,287
Gross realized losses	(238,858)	(15,266)
	<u>(222,706)</u>	<u>(13,979)</u>
Equity securities:		
Gross realized gains	-	374,997
Gross realized losses	-	(423,367)
	<u>-</u>	<u>(48,370)</u>
Net realized losses	<u>(222,706)</u>	<u>(62,349)</u>
Unrealized (Losses) Gains		
Equity Securities:		
Gross gains	-	308,210
Gross losses	(259,010)	(314,816)
	<u>(259,010)</u>	<u>(6,606)</u>
Other Investments:		
Gross gains	171,722	483,506
Gross losses	-	-
	<u>171,722</u>	<u>483,506</u>
Net unrealized (losses) gains	<u>(87,288)</u>	<u>476,900</u>
Net (losses) gains on investments	<u>\$ (309,994)</u>	<u>\$ 414,551</u>

Allowance for Credit Losses

For available-for-sale fixed maturity securities, a credit loss exists if the present value of cash flows expected to be collected is less than the amortized cost basis. The allowance for credit losses related to available-for-sale fixed maturity securities is the difference between the present value of cash flows expected to be collected and the amortized cost basis, limited by the amount that the fair value is less than the amortized cost basis. The Company considers all available evidence when determining whether an investment requires a credit loss write-down or allowance to be recorded, which is recognized in net loss through an allowance for credit losses. Any remaining decline in fair value represents the noncredit portion of the impairment, which is recognized in other comprehensive income.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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The Company did not identify any available-for-sale securities as of December 31, 2025 and December 31, 2024 which presented a risk of loss due to credit deterioration of the security.

At December 31, 2025 and 2024, there were 125 and 204 available-for-sale fixed-maturity securities, respectively, that accounted for the gross unrealized losses. The Company determined that none of the unrealized losses were deemed to be credit losses for its portfolio of available-for-sale fixed-maturity securities investments for the years ended December 31, 2025 and 2024. Significant factors influencing the Company's determination that unrealized losses were temporary included credit quality considerations, the magnitude of the unrealized losses in relation to each security's cost, the nature of the investment and interest rate environment factors, and management's intent and ability to hold the investment for a period of time sufficient to allow for an anticipated recovery of estimated fair value to the Company's cost basis.

The Company held available-for-sale fixed-maturity securities with unrealized losses representing declines that were considered temporary at December 31, 2025 and 2024 as follows:

Category	December 31, 2025							
	Less than 12 months			12 months or more			Total	
	Estimated Fair Value	Unrealized Losses	No. of Positions Held	Estimated Fair Value	Unrealized Losses	No. of Positions Held	Estimated Fair Value	Unrealized Losses
Fixed-Maturity Securities:								
Political subdivisions of States, Territories and Possessions	\$ -	\$ -	-	\$ 13,926,802	\$ (2,534,725)	12	\$ 13,926,802	\$ (2,534,725)
Corporate and other bonds industrial and miscellaneous	21,525,673	(118,901)	24	34,677,856	(2,540,470)	38	56,203,529	(2,659,371)
Residential mortgage and other asset backed securities	18,055,734	(62,968)	20	29,673,084	(4,477,673)	31	47,728,818	(4,540,641)
Total fixed-maturity securities	\$ 39,581,407	\$ (181,869)	44	\$ 78,277,742	\$ (9,552,868)	81	\$ 117,859,149	\$ (9,734,737)

Category	December 31, 2024							
	Less than 12 months			12 months or more			Total	
	Estimated Fair Value	Unrealized Losses	No. of Positions Held	Estimated Fair Value	Unrealized Losses	No. of Positions Held	Estimated Fair Value	Unrealized Losses
Fixed-Maturity Securities:								
Political subdivisions of States, Territories and Possessions	\$ 7,705,370	\$ (73,589)	6	\$ 13,167,726	\$ (3,324,491)	12	\$ 20,873,096	\$ (3,398,080)
Corporate and other bonds industrial and miscellaneous	51,411,296	(1,024,461)	60	55,381,083	(4,690,597)	68	106,792,379	(5,715,058)
Residential mortgage and other asset backed securities	19,315,521	(209,890)	22	35,206,442	(6,211,339)	36	54,521,963	(6,421,229)
Total fixed-maturity securities	\$ 78,432,187	\$ (1,307,940)	88	\$ 103,755,251	\$ (14,226,427)	116	\$ 182,187,438	\$ (15,534,367)

Note 4 - Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The valuation technique used by the Company to estimate the fair value of its financial instruments is the market approach, which uses prices and other relevant information generated by market transactions involving identical or comparable assets.

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The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the assets or liabilities fall within different levels of the hierarchy, the classification is based on the lowest level input that is significant to the fair value measurement of the asset or liability. Classification of assets and liabilities within the hierarchy considers the markets in which the assets and liabilities are traded, including during periods of market disruption, and the reliability and transparency of the assumptions used to determine fair value. The hierarchy requires the use of observable market data when available. The levels of the hierarchy and those investments included in each are as follows:

Level 1—Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities traded in active markets. Included are those investments traded on an active exchange, such as the Nasdaq Global Select Market, U.S. Treasury securities and obligations of U.S. government agencies, together with corporate debt securities that are generally investment grade.

Level 2—Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability and market-corroborated inputs. Municipal and corporate bonds, and residential mortgage-backed securities, that are traded in less active markets are classified as Level 2. These securities are valued using market price quotations for recently executed transactions.

Level 3—Inputs to the valuation methodology are unobservable for the asset or liability and are significant to the fair value measurement. Material assumptions and factors considered in pricing investment securities and other assets may include appraisals, projected cash flows, market clearing activity or liquidity circumstances in the security or similar securities that may have occurred since the prior pricing period.

The availability of observable inputs varies and is affected by a wide variety of factors. When the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires significantly more judgment. The degree of judgment exercised by management in determining fair value is greatest for investments categorized as Level 3. For investments in this category, the Company considers prices and inputs that are current as of the measurement date. In periods of market dislocation, as characterized by current market conditions, the ability to observe prices and inputs may be reduced for many instruments. This condition could cause a security to be reclassified between levels.

The following table presents information about the Company's investments that are measured at fair value on a recurring basis at December 31, 2025 and 2024 indicating the fair value hierarchy of the valuation inputs the Company utilized to determine such fair value:

	December 31, 2025			
	Level 1	Level 2	Level 3	Total
Fixed-maturity securities available-for-sale				
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 1,007,190	\$ -	\$ -	\$ 1,007,190
Political subdivisions of States, Territories and Possessions	-	21,773,433	-	21,773,433
Corporate and other bonds industrial and miscellaneous	129,866,682	-	-	129,866,682
Residential mortgage and other asset backed securities	-	136,389,885	-	136,389,885
Total fixed maturities	130,873,872	158,163,318	-	289,037,190
Equity securities	10,056,595	-	-	10,056,595
Total investments	\$ 140,930,467	\$ 158,163,318	\$ -	\$ 299,093,785

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	December 31, 2024			
	Level 1	Level 2	Level 3	Total
Fixed-maturity securities available-for-sale				
Political subdivisions of States, Territories and Possessions	\$ -	\$ 20,873,097	\$ -	\$ 20,873,097
Corporate and other bonds industrial and miscellaneous	106,792,378	-	-	106,792,378
Residential mortgage and other asset backed securities	-	59,227,963	-	59,227,963
Total fixed maturities	106,792,378	80,101,060	-	186,893,438
Equity securities	10,296,505	-	-	10,296,505
Total investments	<u>\$ 117,088,883</u>	<u>\$ 80,101,060</u>	<u>\$ -</u>	<u>\$ 197,189,943</u>

The following table sets forth the Company's investment in a hedge fund measured at Net Asset Value ("NAV") per share as of December 31, 2025 and 2024. The Company measures this investment at fair value on a recurring basis. Fair value using NAV per share is as follows as of the dates indicated:

Category	December 31, 2025	December 31, 2024
Other Investments		
Hedge fund	<u>\$ 4,552,378</u>	<u>\$ 4,380,656</u>

The hedge fund investment is generally redeemable with at least 45 days prior written notice. The hedge fund investment is accounted for as a limited partnership by the Company. Income is earned based upon the Company's allocated share of the partnership's changes in unrealized gains and losses to its partners. Such amounts have been recorded in the accompanying Consolidated Statements of Income and Comprehensive Income within net gains (losses) on investments. The Company has no capital call commitments related to Other Investments.

There were no fair value measurements as of December 31, 2025 and 2024 on a non-recurring basis.

Note 5 - Fair Value of Financial Instruments and Real Estate

The Company uses the following methods and assumptions in estimating the fair value of financial instruments and real estate:

Equity securities, available-for-sale fixed income securities, and other investments: Fair value disclosures for these investments are included in Note 3 - Investments and Note 4 – Fair Value Measurements.

Cash and cash equivalents: The carrying values of cash and cash equivalents approximate their fair values because of the short-term nature of these instruments.

Premiums receivable and reinsurance receivables: The carrying values reported in the accompanying Consolidated Balance Sheets for these financial instruments approximate their fair values due to the short-term nature of the assets.

Real estate: The estimated fair value was based on an appraisal prepared using the sales comparison approach, and accordingly the real estate is a Level 3 asset under the fair value hierarchy.

Reinsurance balances payable: The carrying value reported in the Consolidated Balance Sheets for these financial instruments approximates fair value.

Debt: The fair value of debt was estimated using a discounted cash flow analyses, based on incremental borrowing rates for similar types of borrowing arrangements.

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The estimated fair values of the Company's financial instruments and real estate, including their fair value level as of December 31, 2025 and 2024, are as follows:

	December 31, 2025		December 31, 2024	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Fixed-maturity securities-held-to maturity, Level 1	\$ 6,042,348	\$ 5,137,267	\$ 7,047,342	\$ 5,959,265
Fixed-maturity securities available-for-sale, Level 1	\$ 130,873,872	\$ 130,873,872	\$ 106,792,378	\$ 106,792,378
Fixed-maturity securities available-for-sale, Level 2	\$ 158,163,318	\$ 158,163,318	\$ 80,101,060	\$ 80,101,060
Cash and cash equivalents, Level 1	\$ 12,178,730	\$ 12,178,730	\$ 28,669,441	\$ 28,669,441
Premiums receivable, net, Level 1	\$ 21,012,408	\$ 21,012,408	\$ 21,766,988	\$ 21,766,988
Reinsurance receivables, net, Level 3	\$ 58,996,945	\$ 58,996,945	\$ 69,322,436	\$ 69,322,436
Real estate, net of accumulated depreciation, Level 3 (1)	\$ 460,031	\$ 501,000	\$ 1,913,390	\$ 3,540,000
Reinsurance balances payable, Level 3	\$ 5,232,319	\$ 5,232,319	\$ 10,509,121	\$ 10,509,121
Debt - Equipment financing, Level 2	\$ 4,440,127	\$ 4,380,922	\$ 5,663,420	\$ 5,459,107
Debt - 13.75% Senior Notes due 2026, Level 2	\$ —	\$ —	\$ 5,508,000	\$ 5,553,785

(1) As of December 31, 2024, real estate consisted of a complex which included an office building, a house and vacant land located in Kingston, New York. In March 2025, the office building and house were sold, leaving the vacant land as the only remaining real estate as of December 31, 2025. See Note 20 - Sale of Real Estate.

Note 6 - Intangible Assets

Intangible assets consist of finite and indefinite life assets. Finite life intangible assets include customer and producer relationships and other identifiable intangibles. KICO's insurance company license is considered an indefinite life intangible asset subject to annual impairment testing. All identified intangible assets of finite useful life were fully amortized as of December 31, 2025 and 2024.

The components of intangible assets and their useful lives, accumulated amortization, and net carrying value as of December 31, 2025 and 2024 are summarized as follows:

	Useful Life (in yrs)	Gross Carrying Value	Accumulated Amortization	Net Carrying Amount
Insurance license	-	\$ 500,000	-	\$ 500,000
Customer relationships	10	3,400,000	3,400,000	-
Other identifiable intangibles	7	950,000	950,000	-
Total		\$ 4,850,000	\$ 4,350,000	\$ 500,000

Intangible asset impairment testing and amortization

The Company performs an analysis annually as of December 31, or sooner if there are indicators that the asset may be impaired, to identify potential impairment of intangible assets and measures the amount of any impairment loss that may need to be recognized. Intangible asset impairment testing requires an evaluation of the estimated fair value of each identified intangible asset to its carrying value. An impairment charge would be recorded if the estimated fair value is less than the carrying amount of the intangible asset. No impairments have been identified for the years ended December 31, 2025 and 2024.

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The Company recorded no amortization expense related to intangible assets for the years ended December 31, 2025 and 2024.

Note 7 - Reinsurance

On January 1, 2024, the Company entered into a 27% quota share reinsurance treaty for its personal lines business, which primarily consisted of homeowners' and dwelling fire policies covering the period from January 1, 2024 through January 1, 2025 ("2024/2025 Treaty"). Upon the expiration of the 2024/2025 Treaty on January 1, 2025, the Company entered into a new 16% quota share reinsurance treaty for its personal lines business, covering the period from January 1, 2025 through January 1, 2026 ("2025/2026 Treaty"). Upon the expiration of the 2025/2026 Treaty on January 1, 2026, the Company entered into a new 5% quota share reinsurance treaty for its personal lines business written in all states except California (for which the Company entered into a new 30% quota share reinsurance treaty) covering the period from January 1, 2026 through January 1, 2027 ("2026/2027 Treaty"). See Note 21- Subsequent Events, Reinsurance.

The Company's excess of loss and catastrophe reinsurance treaties expired on June 30, 2025 and the Company entered into new excess of loss and catastrophe reinsurance treaties effective July 1, 2025. The new catastrophe reinsurance treaties include the issuance of a \$125,000,000 catastrophe bond ("Series 2025-1 Notes"). The Series 2025-1 Notes were priced at 4.5% and issued through a Bermuda-registered special purpose insurer, 1886 Re Ltd., providing KICO with \$125,000,000 of collateralized reinsurance protection. The Series 2025-1 Notes offer multi-year protection against named storm events across New York, New Jersey, Connecticut, Massachusetts and Rhode Island on an indemnity trigger and per-occurrence basis. The Series 2025-1 Notes, which were structured and placed by AON Securities LLC, cover four annual risk periods from July 1, 2025, through June 30, 2029.

Effective January 1, 2024, the Company renewed an underlying excess of loss reinsurance treaty ("Underlying XOL Treaty") covering the period from January 1, 2024 through January 1, 2025. The treaty provided 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Losses from named storms are excluded from the treaty. Effective January 1, 2025, the Underlying XOL Treaty was renewed covering the period from January 1, 2025 through June 30, 2025. Effective July 1, 2025, the Underlying XOL Treaty was renewed along with the Company's excess of loss reinsurance treaty covering the period from July 1, 2025 through June 30, 2026. Combined, the renewed treaties provide 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and 100% reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000 together with facultative coverage. For the period October 1, 2024 through April 30, 2025, the Company purchased catastrophe reinsurance which provides coverage for winter storm losses to the extent of 71% of \$4,500,000 in excess of \$5,500,000. For the period October 15, 2025 through April 30, 2026, the Company purchased catastrophe reinsurance which provides coverage for winter storm losses to the extent of 90% of \$5,000,000 in excess of \$5,000,000.

Material terms for reinsurance treaties in effect for the treaty years shown below are as follows:

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Line of Business	Treaty Period					
	2026/2027 Treaty		2025/2026 Treaty		2024/2025 Treaty	
	July 1, 2026 to January 1, 2027	January 2, 2026 to June 30, 2026	July 1, 2025 to January 1, 2026	January 2, 2025 to June 30, 2025	July 1, 2024 to January 1, 2025	January 1, 2024 to June 30, 2024
Personal Lines:						
Homeowners, dwelling fire and canine legal liability						
Quota share treaty:						
Percent ceded (6)	5 %	5 %	16 %	16 %	27 %	27 %
Risk retained on initial						
\$1,000,000 of losses (4) (5) (6)	\$ 950,000	\$ 950,000	\$ 840,000	\$ 840,000	\$ 730,000	\$ 730,000
Losses per occurrence						
subject to quota share						
reinsurance coverage	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Expiration date	January 1, 2027	January 1, 2027	January 1, 2026	January 1, 2026	January 1, 2025	January 1, 2025
Excess of loss coverage and						
facultative facility						
coverage (1) (4) (5)	\$ (5)	\$ 8,250,000	\$ 8,250,000	\$ 8,400,000	\$ 8,400,000	\$ 8,400,000
		in excess of	in excess of	in excess of	in excess of	in excess of
		\$ 750,000	\$ 750,000	\$ 600,000	\$ 600,000	\$ 600,000
Total reinsurance coverage						
per occurrence (4) (5)	\$ 50,000	\$ 8,175,000	\$ 8,285,000	\$ 8,360,000	\$ 8,470,000	\$ 8,470,000
Losses per occurrence						
subject to reinsurance						
coverage (5)	\$ 1,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Expiration date	(5)	June 30, 2026	June 30, 2026	June 30, 2025	June 30, 2025	June 30, 2024
Catastrophe Reinsurance:						
Initial loss subject to personal						
lines quota share treaty (5)	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Risk retained per catastrophe						
occurrence (5) (6) (7) (8)	(5)	\$ 5,500,000	\$ 5,000,000	\$ 4,250,000	\$ 4,750,000	\$ 9,500,000
Catastrophe loss coverage						
in excess of quota share						
coverage (2) (5) (8)	(5)	\$ 434,500,000	\$ 435,000,000	\$ 275,000,000	\$ 275,000,000	\$ 315,000,000
Reinstatement premium						
protection (3)	(5)	Yes	Yes	Yes	Yes	Yes

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- (1) For personal lines, includes the addition of an automatic facultative facility allowing KICO to obtain homeowners single risk coverage up to \$9,000,000 in total insured value, which covers direct losses from \$3,500,000 to \$9,000,000 through June 30, 2026.
- (2) Catastrophe coverage is limited on an annual basis to two times the per occurrence amounts, except for one occurrence on 80% of the first layer of \$5,000,000 in excess of \$5,000,000, and one occurrence on 52% of the top layer of \$240,000,000 in excess of \$200,000,000, which is covered under the catastrophe bond. Duration of 168 consecutive hours for a catastrophe occurrence from windstorm, hail, tornado, hurricane and cyclone, except for winter storm coverage, which is covered under a specific declared catastrophe event.
- (3) For the period July 1, 2024 through June 30, 2025 (expiration date of the catastrophe reinsurance treaty), reinstatement premium protection for \$50,000,000 of catastrophe coverage in excess of \$10,000,000. For the period July 1, 2025 through June 30, 2026 (expiration date of the catastrophe reinsurance treaty), reinstatement premium protection for \$50,000,000 of catastrophe coverage in excess of \$10,000,000.
- (4) For the period January 1, 2024 through June 30, 2025, the Underlying XOL Treaty provides 50% reinsurance coverage for losses of \$400,000 in excess of \$600,000. Excludes losses from named storms. Reduces retention to \$530,000 from \$730,000 under the 2024/2025 Treaty. Retention increases to \$640,000 from \$530,000 under the 2025/2026 Treaty. For the period July 1, 2025 through June 30, 2026, the Underlying XOL Treaty combined with the excess of loss treaty provide 50% reinsurance coverage for losses of \$250,000 in excess of \$750,000, and 100% reinsurance coverage for losses in excess of \$1,000,000 up to \$9,000,000 together with facultative coverage. Increased retention to \$715,000 from \$640,000 under the 2025/2026 Treaty, and increased retention to \$825,000 under the 2026/2027 Treaty (see note 5 below).
- (5) Excess of loss coverage and facultative facility and catastrophe reinsurance treaties will expire on June 30, 2026, with none of these coverages to be in effect during the period from July 1 2026 through January 1, 2027. If and when these treaties are renewed on July 1, 2026, the excess of loss and facultative facility, underlying excess of loss treaty, and the catastrophe reinsurance treaty, will be as provided for therein. Reinsurance coverage in effect from July 1, 2026 through January 1, 2027 is currently only covered under the 2026/2027 Treaty. The 2026/2027 Treaty will expire on January 1, 2027.
- (6) For the 2024/2025 Treaty, 22% of the 27% total of losses ceded under this treaty are excluded from a named catastrophe event. For the 2025/2026 Treaty, 6% of the 16% total of losses ceded under this treaty are excluded from a named catastrophe event. For the 2026/2027 Treaty, there is no exclusion for catastrophe events.
- (7) Plus losses in excess of catastrophe coverage.
- (8) Effective July 1, 2025 through June 30, 2026, catastrophe coverage is 80% of the first layer of \$5,000,000 in excess of \$5,000,000. The remaining coverage is at 100% of \$430,000,000 in excess of \$10,000,000. For the period October 1, 2024 through April 30, 2025, additional catastrophe reinsurance treaty provided coverage for winter storm losses to the extent of 71% of \$4,500,000 in excess of \$5,500,000. For the period October 15, 2025 through April 30, 2026, additional catastrophe reinsurance treaty will provide coverage for winter storm losses to the extent of 90% of \$5,000,000 in excess of \$5,000,000. Retention for winter storms is \$4,800,000 under the 2024/2025 Treaty, \$5,200,000 under the 2025/2026 Treaty from January 1, 2025 through April 30, 2025, \$3,900,000 from October 15, 2025 through January 1, 2026, the expiration date of the 2025/2026 Treaty, and \$5,000,000 under the 2026/2027 Treaty through April 30, 2026,

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Line of Business	Treaty Year		
	July 1, 2025 to June 30, 2026	July 1, 2024 to June 30, 2025	July 1, 2023 to June 30, 2024
Personal Lines:			
Personal Umbrella			
Quota share treaty:			
Percent ceded - first \$1,000,000 of coverage	90%	90%	90%
Percent ceded - excess of \$1,000,000 dollars of coverage	95%	95%	95%
Risk retained	\$ 300,000	\$ 300,000	\$ 300,000
Total reinsurance coverage per occurrence	\$ 4,700,000	\$ 4,700,000	\$ 4,700,000
Losses per occurrence subject to quota share reinsurance coverage	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Expiration date	June 30, 2026	June 30, 2025	June 30, 2024

Commercial Lines (1)

(1) Coverage on all commercial lines policies expired in September 2020; reinsurance coverage is based on treaties in effect on the date of loss.

The Company's reinsurance program has been structured to enable the Company to grow its premium volume while maintaining regulatory capital and other financial ratios generally within or below the expected ranges used for regulatory oversight purposes. The reinsurance program also provides income as a result of ceding commissions earned pursuant to the quota share reinsurance contracts. The Company's participation in reinsurance arrangements does not relieve the Company of its obligations to policyholders.

Approximate reinsurance recoverables on unpaid and paid losses by reinsurer at December 31, 2025 and 2024 are as follows:

(\$ in thousands)	Unpaid Losses	Paid Losses	Total	Security
December 31, 2025				
Swiss Reinsurance America Corporation	8,965	693	9,658	—
Hannover Rueck SE	12,497	(124)	12,373	—
Lancashire Insurance Company Limited	5,798	1,242	7,040	—
Others	5,972	1,017	6,989	384 (1)
Total	\$ 33,232	\$ 2,828	\$ 36,060	\$ 384
December 31, 2024				
Swiss Reinsurance America Corporation	13,565	1,346	14,911	—
Hannover Rueck SE	7,195	559	7,754	—
Lancashire Insurance Company Limited	4,893	1,288	6,181	—
Others	6,670	2,061	8,731	393 (1)
Total	\$ 32,323	\$ 5,254	\$ 37,577	\$ 393

(1) As of December 31, 2025 and December 31, 2024, represents \$384,000 and \$393,000, respectively, guaranteed by irrevocable letters of credit.

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In addition to reinsurance recoverables on unpaid and paid losses, reinsurance receivables in the accompanying consolidated balance sheets as of December 31, 2025 and 2024 include unearned ceded premiums of approximately \$22,937,000 and \$31,745,000, respectively.

Ceding Commission Revenue

The Company earned ceding commission revenue under the 2025/2026 Treaty for the year ended December 31, 2025 based on: (i) a fixed provisional commission rate at which provisional ceding commissions were earned, and (ii) a sliding scale ("Sliding Scale") of commission rates and ultimate treaty year loss ratio on the policies reinsured under this agreement based upon which contingent ceding commissions are earned. The Sliding Scale includes minimum and maximum commission rates in relation to specified ultimate loss ratios. The commission rate and contingent ceding commissions earned increase when the estimated ultimate loss ratio decreases and, conversely, the commission rate and contingent ceding commissions earned decrease when the estimated ultimate loss ratio increases.

The Company earned ceding commission revenue under the 2024/2025 Treaty for the year ended December 31, 2024, based on a fixed provisional commission rate at which provisional ceding commissions were earned.

Ceding commission revenue consists of the following:

	Year ended December 31,	
	2025	2024
Provisional ceding commissions earned	\$ 13,926,916	\$ 18,829,278
Contingent ceding commissions earned	1,748,055	8,668
	\$ 15,674,971	\$ 18,837,946

Provisional ceding commissions are settled monthly. Balances due to or from reinsurers for contingent ceding commissions on the 2025/2026 Treaty will be settled annually based on the Loss Ratio of the treaty year that ends on January 1. Balances due to or from reinsurers for contingent ceding commissions on quota share treaties are settled periodically based on the Loss Ratio of each treaty year that ends on June 30 for the expired treaties (which had June 30 expiration dates) that were subject to contingent commissions. As discussed above, the Loss Ratios from prior years' treaties are subject to change as incurred losses from those periods develop, resulting in an increase or decrease in the commission rate and contingent ceding commissions earned. As of December 31, 2025, contingent ceding commissions receivable from reinsurers under the 2025/2026 Treaty was approximately \$1,754,000, which is recorded in other assets on the accompanying consolidated balance sheets. As of December 31, 2025 and December 31, 2024, net contingent ceding commissions payable to reinsurers under all other treaties was approximately \$732,000 and \$727,000, respectively, which is recorded in reinsurance balances payable on the accompanying consolidated balance sheets.

Expected Credit Losses – Uncollectible Reinsurance

The Company reviews reinsurance receivables which relate to both amounts already billed on ceded paid losses as well as ceded reserves that will be billed when losses are paid in the future. The Company has not recorded an allowance for uncollectible reinsurance as there is no perceived credit risk. The principal credit quality indicator used in the valuation of the allowance on reinsurance receivables is the financial strength rating of the reinsurer sourced from major rating agencies. Changes in the allowance are presented as a component of other underwriting expenses on the consolidated statements of income and comprehensive income.

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Note 8 - Deferred Policy Acquisition Costs and Deferred Ceding Commission Revenue

Deferred policy acquisition costs incurred and policy-related ceding commission revenue are deferred and amortized to income on property and casualty insurance business as follows:

	Years ended December 31,	
	2025	2024
Net deferred policy acquisition costs, net of deferred ceding commission revenue, beginning of year	\$ 13,191,132	\$ 10,341,699
Cost incurred and deferred:		
Commissions and brokerage	43,554,960	37,956,108
Other underwriting and policy acquisition costs	11,580,881	10,118,578
Ceding commission revenue	(10,748,206)	(20,909,652)
Net deferred policy acquisition costs	44,387,635	27,165,034
Amortization	(38,074,089)	(24,315,601)
	6,313,546	2,849,433
Net deferred policy acquisition costs, net of deferred ceding commission revenue, end of year	\$ 19,504,678	\$ 13,191,132

Deferred policy acquisition costs and deferred ceding commission revenue as of December 31, 2025 and 2024 are as follows:

	December 31,	
	2025	2024
Deferred policy acquisition costs	\$ 27,867,207	\$ 24,732,371
Deferred ceding commission revenue	(8,362,529)	(11,541,239)
Balance at end of period	\$ 19,504,678	\$ 13,191,132

Note 9 – DebtFederal Home Loan Bank

In July 2017, KICO became a member of, and invested in, the FHLBNY. KICO is required to maintain an investment in capital stock of FHLBNY. Based on redemption provisions of FHLBNY, the stock has no quoted market value and is carried at cost. At its discretion, FHLBNY may declare dividends on the stock. Management reviews for impairment based on the ultimate recoverability of the cost basis in the stock. At December 31, 2025 and 2024, no impairment has been recognized. FHLBNY members have access to a variety of flexible, low cost funding through FHLBNY's credit products, enabling members to customize advances, which are to be fully collateralized. Eligible collateral to pledge to FHLBNY includes residential and commercial mortgage-backed securities, along with U.S. Treasury and agency securities. See Note 3 – Investments for eligible collateral held in a designated custodian account available for future advances. Advances are limited to 5% of KICO's net admitted assets under statutory insurance principles as of the previous quarter. On July 6, 2023, A.M. Best withdrew KICO's ratings as KICO requested to no longer participate in A.M. Best's interactive rating process. As a result of the withdrawal of A.M. Best ratings, prior to April 15, 2025, KICO was only able to borrow on an overnight basis. Effective April 15, 2025, based on KICO's credit rating from FHLBNY, KICO can now borrow for a term of up to five years. If KICO has sufficient available collateral (as discussed below), based on KICO's net admitted assets, the maximum allowable advance as of December 31, 2025 and 2024 was approximately \$16,873,000 and \$13,637,000, respectively. The estimated fair value of available collateral as of December 31, 2025 and 2024 was approximately \$9,598,000 and \$10,130,000, respectively. Effective April 15, 2025, advances are limited to 91% of the amount of

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available collateral. Prior to April 15, 2025, advances were limited to 85% of the amount of available collateral. There were no borrowings under this facility during the years ended December 31, 2025 and 2024.

Debt

Debt as of December 31, 2025 and 2024 consists of the following:

	December 31,	
	2025	2024
13.75% Senior Notes due 2026, net	\$ —	\$ 5,508,000
Equipment financing	4,440,127	5,663,420
Balance at end of period	\$ 4,440,127	\$ 11,171,420

Exchange Agreements

General

On December 9, 2022, the Company entered into a Note and Warrant Exchange Agreement (the "2022 Exchange Agreement") with several holders (the "2022 Exchanging Noteholders") of the Company's outstanding 5.50% Senior Notes due 2022 (the "2017 Notes"). On the date of the 2022 Exchange Agreement, the 2022 Exchanging Noteholders held 2017 Notes in the aggregate principal amount of \$21,545,000 of the \$30,000,000 aggregate principal amount of the 2017 Notes then outstanding. Pursuant to the 2022 Exchange Agreement, on December 15, 2022, the 2022 Exchanging Noteholders exchanged their respective 2017 Notes for the following: (i) new 12.0% Senior Notes due December 30, 2024 of the Company in the aggregate approximate principal amount of \$19,950,000 (the "2022 Notes"); (ii) cash in the aggregate approximate amount of \$1,595,000, together with accrued interest on the 2017 Notes; and (iii) three-year warrants for the purchase of an aggregate of 969,525 shares of Common Stock of the Company, exercisable until December 30, 2025 at an exercise price of \$1.00 per share (the "Warrants"). The remaining \$8,455,000 principal amount of the 2017 Notes, together with accrued interest thereon, was paid on the maturity date of the 2017 Notes of December 30, 2022.

On August 30, 2024, the Company entered into a Note Exchange Agreement (the "2024 Exchange Agreement") with the holders (the "2024 Exchanging Noteholders") of the Company's outstanding 2022 Notes in the aggregate principal amount of \$19,950,000. Pursuant to the 2024 Exchange Agreement, on September 12, 2024, the 2024 Exchanging Noteholders exchanged their respective 2022 Notes for the following: (i) new 13.75% Senior Notes due June 30, 2026 of the Company in the aggregate principal amount of \$14,950,000 (the "2024 Notes"); and (ii) cash in the aggregate amount of \$5,000,000, together with accrued interest on the 2022 Notes (the "2024 Exchange"). See "2024 Notes" below for a discussion of a change in the expiration date of the Warrants.

The Company analyzed the 2024 Exchange Agreement under ASC 470-50, Debt—Modifications and Extinguishments. The Company determined that extinguishment accounting was applicable, as the present value of the cash flows of the 2024 Notes differed by more than 10% from the 2022 Notes, making it a substantial change in terms. As a result, the 2022 Notes have been derecognized and the 2024 Notes recorded at fair value. No gain or loss was recognized on the 2024 Exchange. Unamortized debt issue costs of \$296,533 related to extinguished debt were expensed at the time the 2022 Notes were extinguished and recorded as loss on extinguishment of debt in the consolidated statements of income and comprehensive income within other operating expenses. Fees paid to third parties of \$203,381 have been capitalized and were being amortized as debt issuance costs associated with the 2024 Notes.

2024 Notes

As discussed above, on September 12, 2024, the Company issued the 2024 Notes in the aggregate principal amount of \$14,950,000 pursuant to the 2024 Exchange Agreement. Interest was payable semi-annually in arrears on June 30 and December 30 of each year at the rate of 13.75% per annum. Pursuant to the 2024 Exchange Agreement, the expiration date of the Warrants to purchase 969,225 shares of Common Stock of the Company was extended to June 30, 2026 from

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December 30, 2025 (see Note 12 – Stockholders’ Equity) and transaction costs were \$203,381, for an effective yield of 14.35% per annum. The balance of the 2024 Notes as of December 31, 2025 and December 31, 2024 was as follows:

	December 31, 2025	December 31, 2024
13.75% Senior Notes due 2026	\$ —	\$ 5,950,000
Warrants	—	(256,909)
Issuance costs	—	(185,091)
2024 Notes, net	<u>\$ —</u>	<u>\$ 5,508,000</u>

The 2024 Notes were redeemable, at the Company’s option, in whole or in part, at any time or in part from time to time, on and after September 12, 2024, upon not less than fifteen (15) and not more than sixty (60) days’ notice, equal to 100% of the principal amount of the 2024 Notes, plus, in each case, accrued and unpaid interest, if any, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

The 2024 Exchange Agreement provided for mandatory prepayments of principal. The 2024 Exchange Agreement provided for a first mandatory pro rata partial prepayment of principal on the 2024 Notes in the aggregate amount of \$3,000,000 on June 30, 2025, less the principal amount of any optional prepayments of the 2024 Note made prior to June 30, 2025, pursuant to the 2024 Exchange Agreement. The 2024 Exchange Agreement provided for a second mandatory pro rata partial prepayment of principal on the 2024 Notes in the aggregate amount of \$3,000,000 on December 30, 2025, less the principal amount of any optional prepayments of the 2024 Notes made from June 30, 2025 to December 29, 2025 pursuant to the 2024 Note Exchange Agreement. The Company made optional prepayments of \$3,000,000 on September 30, 2024, \$2,000,000 on November 13, 2024, \$4,000,000 on December 30, 2024, \$3,500,000 on January 28, 2025, and \$2,450,000 on February 24, 2025, and accordingly, has fully satisfied the entire principal balance of the 2024 Notes. Each prepayment of principal also included accrued and unpaid interest thereon. Unamortized debt issue costs of \$174,962 related to extinguished debt were expensed at the time the 2024 Notes were extinguished and recorded as loss on extinguishment of debt in the condensed consolidated statements of income and comprehensive income within other operating expenses.

The 2024 Notes were unsecured obligations of the Company and were not the obligations of or guaranteed by any of the Company’s subsidiaries. The 2024 Notes ranked senior in right of payment to any of the Company’s existing and future indebtedness that is by its terms expressly subordinated or junior in right of payment to the 2024 Notes. The Notes ranked equally in right of payment to all of the Company’s existing and future senior indebtedness, but were effectively subordinated to any secured indebtedness to the extent of the value of the collateral securing such secured indebtedness. In addition, the 2024 Notes were structurally subordinated to the indebtedness and other obligations of the Company’s subsidiaries.

As of the end of each calendar quarter, commencing with the calendar quarter ending September 30, 2024, the Company was subject to a leverage maintenance test (“Leverage Maintenance Test”), which required that the Total Consolidated Indebtedness (as defined below) of the Company not be greater than 30% of Total Consolidated Capitalization (as defined below). As of December 31, 2024, the ratio as defined under the Leverage Maintenance Test was 7.0%. “Total Consolidated Indebtedness” was the aggregate principal amount (or accreted value in the case of any Indebtedness issued with more than de minimis original issue discount) of all outstanding long-term debt of the Company except for the sale-leaseback transaction described below under “Equipment Financing”, any refinancing or any future sale-leaseback transaction. “Total Consolidated Capitalization” was the amount equal to the sum of (x) Total Consolidated Indebtedness outstanding as of such date and (y) the total consolidated shareholders’ equity of the Company, excluding accumulated other comprehensive income, as recorded on the Company’s consolidated balance sheet.

Equipment Financing

On October 27, 2022, KICO entered into a sale leaseback transaction, whereby KICO sold \$8,096,824 of fixed assets to a bank. Under GAAP, the sale leaseback transaction is recorded as equipment financing (“Financing”). The provisions of the Financing require KICO to pay a monthly payment of principal and interest at the rate of 5.86% per annum totaling

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\$126,877 for a term of 60 months, which commenced on October 27, 2022. The terms of the Financing provide buyout options to KICO at the end of the 60 month term, which are as follows:

- At the end of the lease, KICO may purchase the fixed assets for a purchase price of \$2,024,206, which is 25% of the original fixed asset cost of \$8,096,824; or
- KICO may renew the lease for 16 months at the same rental rate, which totals \$2,024,206.

A provision of the Financing requires KICO to pledge collateral for the lease obligation. As of December 31, 2025 and 2024, the amount of required collateral was approximately \$3,616,000 and \$5,308,000, respectively. As of December 31, 2025, the fair value of KICO's pledged collateral was approximately \$3,616,000 in various fixed-maturity securities. As of December 31, 2024, the fair value of KICO's pledged collateral was approximately \$5,308,000 in United States Treasury securities.

Future contractual payment obligations under the Financing as of December 31, 2025 are as follows:

For the Year Ending December 31,	Total
2026	1,296,900
2027	1,119,021
	2,415,921
2027 purchase price	2,024,206
Total	\$ 4,440,127

Note 10 - Property and Equipment

The components of property and equipment are summarized as follows:

	Cost	Accumulated Depreciation	Net
December 31, 2025			
Building (1)	\$ -	\$ -	\$ -
Land (1)	460,031	-	460,031
Furniture and office equipment	475,949	(475,949)	-
Computer equipment and software	29,519,178	(22,104,284)	7,414,894
Automobile	163,070	(140,320)	22,750
Total	\$ 30,618,228	\$ (22,720,553)	\$ 7,897,675
December 31, 2024			
Building	\$ 2,344,188	\$ (1,083,235)	\$ 1,260,953
Land	652,437	-	652,437
Furniture and office equipment	828,011	(828,011)	-
Computer equipment and software	27,360,191	(20,000,218)	7,359,973
Automobile	134,034	(123,427)	10,607
Total	\$ 31,318,861	\$ (22,034,891)	\$ 9,283,970

Depreciation expense for the years ended December 31, 2025 and 2024 was \$2,559,835 and \$2,448,932, respectively.

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(1) See Note 20- Sale of Real Estate.

Note 11 - Property and Casualty Insurance Activity

Premiums written, ceded and earned are as follows:

	<u>Direct</u>		<u>Assumed</u>		<u>Ceded</u>		<u>Net</u>
Year ended December 31, 2025							
Premiums written	\$ 277,800,630	\$	-	\$	(64,081,564)	\$	213,719,066
Change in unearned premiums	(19,326,339)		-		(7,266,005)		(26,592,344)
Premiums earned	<u>\$ 258,474,291</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>(71,347,569)</u>	<u>\$</u>	<u>187,126,722</u>
Year ended December 31, 2024							
Premiums written	\$ 241,979,937	\$	-	\$	(87,750,072)	\$	154,229,865
Change in unearned premiums	(29,080,195)		-		3,348,250		(25,731,945)
Premiums earned	<u>\$ 212,899,742</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>(84,401,822)</u>	<u>\$</u>	<u>128,497,920</u>

Premium receipts in advance of the policy effective date are recorded as advance premiums. The balance of advance premiums as of December 31, 2025 and 2024 was \$4,003,453 and \$3,503,063, respectively.

The components of the liability for loss and LAE expenses and related reinsurance receivables as of December 31, 2025 and 2024 are as follows:

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	<u>Gross Liability</u>	<u>Reinsurance Receivables</u>
December 31, 2025		
Case-basis reserves	\$ 75,384,626	\$ 20,748,974
Loss adjustment expenses	26,359,154	4,206,150
IBNR reserves	38,794,838	8,277,241
Recoverable on unpaid losses		33,232,365
Recoverable on paid losses	-	2,827,829
Total loss and loss adjustment expenses	<u>\$ 140,538,618</u>	36,060,194
Unearned premiums		22,936,751
Receivables - reinsurance contracts		-
Total reinsurance receivables		<u>\$ 58,996,945</u>
December 31, 2024		
Case-basis reserves	\$ 64,087,782	\$ 17,721,033
Loss adjustment expenses	23,442,101	3,940,147
IBNR reserves	38,680,545	10,661,457
Recoverable on unpaid losses		32,322,637
Recoverable on paid losses	-	5,254,482
Total loss and loss adjustment expenses	<u>\$ 126,210,428</u>	37,577,119
Unearned premiums		31,745,317
Receivables - reinsurance contracts		-
Total reinsurance receivables		<u>\$ 69,322,436</u>

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The following table provides a reconciliation of the beginning and ending balances for unpaid losses and LAE:

	Years ended December 31,	
	2025	2024
Balance at beginning of period	\$ 126,210,428	\$ 121,817,862
Less reinsurance recoverables	(32,322,637)	(33,288,650)
Net balance, beginning of period	<u>93,887,791</u>	<u>88,529,212</u>
Incurred related to:		
Current year	85,349,385	64,414,543
Prior years	(1,083,663)	(1,779,827)
Total incurred	<u>84,265,722</u>	<u>62,634,716</u>
Paid related to:		
Current year	40,940,473	32,956,899
Prior years	29,906,787	24,319,238
Total paid	<u>70,847,260</u>	<u>57,276,137</u>
Net balance at end of period	107,306,253	93,887,791
Add reinsurance recoverables	33,232,365	32,322,637
Balance at end of period	<u>\$ 140,538,618</u>	<u>\$ 126,210,428</u>

Incurred losses and LAE are net of reinsurance recoveries under reinsurance contracts of \$19,019,851 and \$20,226,354 for the years ended December 31, 2025 and 2024, respectively.

Prior year incurred loss and LAE development is based upon estimates by line of business and accident year. Prior year loss and LAE development incurred during the years ended December 31, 2025 and 2024 was \$1,083,663 favorable and \$1,779,827 favorable, respectively. In 2025, property claims overall developed better than expected, driven primarily by reserve takedowns on several large fire and water damage claims from accident years 2023 and 2024, resulting in favorable development. This favorable development was partially offset by increased reserves associated with liability claims, which reflect the inherent variability associated with liability claim settlement patterns. In 2024, the favorable development was primarily attributable to reserve takedowns on several large property losses from accident years 2022 and 2023, reflecting recoverable depreciation. This favorable impact was partially offset by strengthening of reserves for liability claims, particularly related to loss adjustment expenses.

Loss and LAE reserves

The reserving process for loss and LAE reserves provides for the Company's best estimate at a particular point in time of the ultimate unpaid cost of all losses and LAE incurred, including settlement and administration of losses, and is based on facts and circumstances then known including losses that have occurred but that have not yet been reported. The process relies on standard actuarial reserving methodologies, judgments relative to estimates of ultimate claim severity and frequency, the length of time before losses will develop to their ultimate level ("tail" factors), and the likelihood of changes in the law or other external factors that are beyond the Company's control. Several actuarial reserving methodologies are used to estimate required loss reserves. The process produces carried reserves set by management based upon the actuaries' best estimate and is the cumulative combination of the best estimates made by line of business, accident year, and loss and LAE. The amount of loss and LAE reserves for individual reported claims (the "case reserve") is determined by the claims department and changes over time as new information is gathered. Such information is critical to the review of appropriate IBNR reserves and includes a review of coverage applicability, comparative liability on the part of the insured, injury severity, property damage, replacement cost estimates, and any other information considered pertinent to estimating the

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exposure presented by the claim. The amounts of loss and LAE reserves for unreported claims and development on known claims (IBNR reserves) are determined using historical information aggregated by line of insurance as adjusted to current conditions. Since this process produces loss reserves set by management based upon the actuaries' best estimate, there is no explicit or implicit provision for uncertainty in the carried loss reserves.

Due to the inherent uncertainty associated with the reserving process, the ultimate liability may differ, perhaps substantially, from the original estimate. Such estimates are regularly reviewed and updated and any resulting adjustments are included in the current period's results. Reserves are closely monitored and are recomputed periodically using the most recent information on reported claims and a variety of statistical techniques. On at least a quarterly basis, the Company reviews by line of business existing reserves, new claims, changes to existing case reserves, and paid losses with respect to the current and prior periods. Several methods are used, varying by line of business and accident year, in order to select the estimated period-end loss reserves. These methods include the following:

Paid Loss Development – historical patterns of paid loss development are used to project future paid loss emergence in order to estimate required reserves.

Incurred Loss Development – historical patterns of incurred loss development, reflecting both paid losses and changes in case reserves, are used to project future incurred loss emergence in order to estimate required reserves.

Paid Bornhuetter-Ferguson ("BF") – an estimated loss ratio for a particular accident year is determined, and is weighted against the portion of the accident year claims that have been paid, based on historical paid loss development patterns. The estimate of required reserves assumes that the remaining unpaid portion of a particular accident year will pay out at a rate consistent with the estimated loss ratio for that year. This method can be useful for situations where an unusually high or low amount of paid losses exists at the early stages of the claims development process.

Incurred Bornhuetter-Ferguson ("BF") – an estimated loss ratio for a particular accident year is determined, and is weighted against the portion of the accident year claims that have been reported, based on historical incurred loss development patterns. The estimate of required reserves assumes that the remaining unreported portion of a particular accident year will pay out at a rate consistent with the estimated loss ratio for that year. This method can be useful for situations where an unusually high or low amount of reported losses exists at the early stages of the claims development process.

Incremental Claim-Based Methods – historical patterns of incremental incurred losses and paid LAE during various stages of development are reviewed and assumptions are made regarding average loss and LAE development applied to remaining claims inventory. Such methods more properly reflect changes in the speed of claims closure and the relative adequacy of case reserve levels at various stages of development. These methods may provide a more accurate estimate of IBNR for lines of business with relatively few remaining open claims but for which significant recent settlement activity has occurred.

Frequency / Severity Based Methods – historical measurements of claim frequency and average paid claim size (severity) are reviewed for more mature accident years where a majority of claims have been reported and/or closed. These historical averages are trended forward to more recent periods in order to estimate ultimate losses for newer accident years that are not yet fully developed. These methods are useful for lines of business with slow and/or volatile loss development patterns, such as liability lines where information pertaining to individual cases may not be completely known for many years. The claim frequency and severity information for older periods can then be used as reasonable measures for developing a range of estimates for more recent immature periods.

Management's best estimate of required reserves is generally based on an average of the methods above, with appropriate weighting of methods based on the line of business and accident year being projected. In some cases, additional methods or historical data from industry sources are employed to supplement the projections derived from the methods listed above.

Three key assumptions that materially affect the estimate of loss reserves are the loss ratio estimate for the current accident year used in the BF methods, the loss development factor selections used in the loss development methods, and the loss severity assumptions used in the frequency / severity method described above. The loss ratio estimates used in the BF methods are selected after reviewing historical accident year loss ratios adjusted for rate changes, trend, and mix of business. The severity assumptions used in the frequency / severity method are determined by reviewing historical average claim severity for older more mature accident periods, trended forward to less mature accident periods.

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The Company reviews the carried reserves levels on a regular basis as additional information becomes available and makes adjustments in the periods in which such adjustments are determined to be necessary. The Company is not aware of any claim trends that have emerged or that would cause future adverse development that have not already been contemplated in setting current carried reserves levels.

In New York State, lawsuits for negligence are subject to certain limitations and must be commenced within three years from the date of the accident or are otherwise barred. Accordingly, the Company's exposure to unreported claims ("pure" IBNR) for accident dates of December 31, 2022 and prior is limited, although there remains the possibility of adverse development on reported claims ("case development" IBNR). In certain rare circumstances states have retroactively revised a statute of limitations. The Company is not aware of any such effort that would have a material impact on the Company's results.

The following is information about incurred and paid claims development as of December 31, 2025, net of reinsurance, as well as the cumulative reported claims by accident year and total IBNR reserves as of December 31, 2025 included in the net incurred loss and allocated expense amounts. The historical information regarding incurred and paid claims development for the years ended December 31, 2016 to December 31, 2024 is presented as supplementary unaudited information.

All Lines of Business

(in thousands, except reported claims data)

Accident Year	Incurred Loss and Allocated Loss Adjustment Expenses, Net of Reinsurance										As of December 31, 2025	
	For the Years Ended December 31,										IBNR	Cumulative Number of Reported Claims by Accident Year
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
	(Unaudited 2016 - 2024)											
2016	\$ 26,062	\$ 24,941	\$ 24,789	\$ 27,887	\$ 27,966	\$ 27,417	\$ 27,352	\$ 27,271	\$ 27,247	\$ 27,171	\$ 31	2,884
2017		31,605	32,169	35,304	36,160	36,532	36,502	36,819	37,268	37,359	149	3,401
2018			54,455	56,351	58,441	59,404	61,237	61,145	61,686	61,897	425	4,238
2019				75,092	72,368	71,544	71,964	73,310	74,363	76,337	2,025	4,509
2020					63,083	62,833	63,217	63,562	64,400	65,888	934	5,896
2021						96,425	96,673	96,134	96,771	98,411	1,303	5,836
2022							79,835	78,759	78,078	77,319	2,533	4,721
2023								78,978	72,025	70,128	5,125	4,097
2024									57,860	54,364	7,014	3,140
2025										77,556	20,697	2,306
									Total	\$ 646,429		

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(Components may not sum to totals due to rounding)

The following is supplementary unaudited information about average historical claims duration as of December 31, 2025:

Years	Average Annual Percentage Payout of Incurred Loss and Allocated Loss Adjustment Expenses by Age, Net of Reinsurance									
	1	2	3	4	5	6	7	8	9	10
All Lines of Business	54.9%	19.3%	6.0%	4.9%	4.3%	2.6%	2.6%	1.2%	0.3%	0.3%

The percentages in the above table do not add up to 100 because the percentages represent averages across all accident years at each development stage.

Note 12 – Stockholders’ Equity

Dividends Declared

On July 22, 2025, the Company’s Board of Directors approved a quarterly dividend of \$0.05 per share which was paid in cash on August 26, 2025 to stockholders of record as of the close of business on August 11, 2025. On October 30, 2025, the Company’s Board of Directors approved a quarterly dividend of \$0.05 per share which was paid in cash on November 26, 2025 to stockholders of record as of the close of business on November 11, 2025. See Note 21 - Subsequent Events, Dividend Declared.

Preferred Stock

The Board of Directors has the authority to issue shares of Preferred Stock from time to time in a series and to fix, before the issuance of each series, the number of shares in each series and the designation, liquidation preferences, conversion privileges, rights and limitations of each series. There was no preferred stock issued as of December 31, 2025 and 2024.

2014 Equity Participation Plan

Effective August 12, 2014, the Company’s stockholders approved the 2014 Equity Participation Plan (the “2014 Plan”) pursuant to which a maximum of 700,000 shares of Common Stock of the Company were initially authorized to be issued pursuant to the grant of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock and stock bonuses. Incentive stock options granted under the 2014 Plan expire no later than ten years from the date of grant (except no later than five years for a grant to a 10% stockholder). Non-statutory stock options granted under the 2014 Plan expire no later than ten years from the date of grant. The Board of Directors or the Compensation Committee determined the vesting provisions for stock awards granted under the 2014 Plan, subject to the provisions of the 2014 Plan. On August 5, 2020, the Company’s stockholders approved amendments to the 2014 Plan, including an increase in the maximum number of shares of Common Stock of the Company that were authorized to be issued pursuant to the 2014 Plan to 1,400,000. On August 9, 2023, the Company’s stockholders approved an amendment to the 2014 Plan to increase the maximum number of shares of Common Stock of the Company that were authorized to be issued pursuant to the 2014 Plan to 1,900,000. The 2014 Plan terminated on August 12, 2024 and no further awards may be granted under the 2014 Plan.

2024 Equity Participation Plan

Effective August 7, 2024, the Company’s stockholders approved the 2024 Equity Participation Plan (the “2024 Plan”) pursuant to which a maximum of 1,000,000 shares of Common Stock of the Company are authorized to be issued pursuant to the grant of incentive stock options, non-statutory stock options, stock appreciation rights, and stock bonus awards. Incentive stock options granted under the 2024 Plan expire no later than ten years from the date of grant (except no later than five years for a grant to a 10% stockholder). Non-statutory stock options granted under the 2024 Plan expire no later than ten years from the date of grant. The Board of Directors or the Compensation Committee determines the vesting provisions for stock awards granted under the 2024 Plan, subject to the provisions of the 2024 Plan. The 2024 Plan terminates on May 10, 2034 and no further awards may be granted under the 2024 Plan after such date.

As of December 31, 2025, there were 256,773 shares granted under the 2024 Plan.

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Stock Options

The results of operations for the years ended December 31, 2025 and 2024 include stock-based compensation expense for stock options totaling approximately \$71,000 and \$196,000, respectively, which is included in other operating expenses on the accompanying Consolidated Statements of Income and Comprehensive Income. Stock-based compensation expense related to stock options for the year ended December 31, 2025 is net of estimated forfeitures of approximately 24%.

No options were granted during the year ended December 31, 2025. The weighted average estimated fair value of stock options granted during the year ended December 31, 2024 was \$1.24 per share. The fair value of stock options at the grant date was estimated using the Black-Scholes option-pricing model. The Black-Scholes option - pricing model was developed for use in estimating the fair value of traded options, which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility. Because the Company's stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of the Company's stock options.

The following weighted average assumptions were used for grants during the following periods:

	Years ended December 31,	
	2025	2024
Dividend Yield	n/a	0.00%
Volatility	n/a	74.72%
Risk-Free Interest Rate	n/a	4.17%
Expected Life	n/a	3.50 years

There have been no stock options granted under the 2024 Plan. A summary of stock option activity under the Company's 2014 Plan and 2024 Plan for the year ended December 31, 2025 is as follows:

Stock Options	Number of Shares	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2025	281,913	\$ 2.71	3.74	\$ 3,517,171
Granted	-	\$ -	-	\$ -
Exercised	(65,673)	\$ 4.24	-	\$ 747,116
Expired/Forfeited	(16,249)	\$ 2.25	3.68	\$ 231,902
Outstanding at December 31, 2025	199,991	\$ 2.25	3.08	\$ 2,915,869
Vested and Exercisable at December 31, 2025	79,190	\$ 2.25	3.08	\$ 1,154,590

The aggregate intrinsic value of options outstanding and options exercisable at December 31, 2025 is calculated as the difference between the exercise price of the underlying options and the market price of the Company's Common Stock for the options that had exercise prices that were lower than the \$16.83 closing price of the Company's Common Stock on

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December 31, 2025. The total intrinsic value of options when forfeited are determined as of the date of forfeiture. The total intrinsic value of options when expired are determined as of the date of expiration.

Participants in the 2014 Plan and the 2024 Plan may exercise their outstanding vested options, in whole or in part, by having the Company reduce the number of shares otherwise issuable by a number of shares having a fair market value equal to the exercise price of the option being exercised ("Net Exercise"), or by exchanging a number of shares owned for a period of greater than one year having a fair market value equal to the exercise price of the option being exercised ("Share Exchange").

The Company received \$62,714 from the exercise of 27,923 options during the year ended December 31, 2025. The remaining options exercised during the year ended December 31, 2025 were Net Exercises and Share Exchanges, resulting in the issuance of 23,564 shares of Common Stock.

The Company received 52,719 shares from the exercise of options under a Share Exchange for the purchase of 63,333 shares of Common Stock during the year ended December 31, 2024. Such shares received under the Share Exchange have been included in the consolidated balance sheets within treasury stock. The Company received \$63,711 from the exercise of 7,974 options. The remaining option exercised during the year ended December 31, 2024 was a Net Exercise, resulting in the issuance of 690 shares of Common Stock.

As of December 31, 2025, the estimated fair value of unamortized compensation cost related to 120,801 unvested stock option awards was approximately \$7,000. Unamortized compensation cost as of December 31, 2025 is expected to be recognized over a remaining weighted-average vesting period of 1.01 years.

Restricted Stock Awards

A summary of the restricted Common Stock activity under the Company's 2014 Plan and 2024 Plan for the year ended December 31, 2025 is as follows:

Restricted Stock Awards	Shares	Weighted Average Grant Date Fair Value per Share	Aggregate Fair Value
Balance at January 1, 2025	267,586	\$ 5.24	\$ 1,402,151
Granted	198,018	\$ 15.51	\$ 3,071,259
Vested	(231,613)	\$ 4.10	\$ (949,613)
Forfeited	(10,703)	\$ 9.09	\$ (97,290)
Balance at December 31, 2025	<u>223,288</u>	<u>\$ 15.35</u>	<u>\$ 3,426,507</u>

Fair value was calculated using the closing price of the Company's Common Stock on the grant date. For the years ended December 31, 2025 and 2024, stock-based compensation for these grants was approximately \$1,387,000 and \$1,187,000, respectively, which is included in other operating expenses on the accompanying consolidated statements of income and comprehensive income. These amounts reflect the Company's accounting expense and do not correspond to the actual value that will be recognized by the directors, executives and employees. Unamortized compensation cost of \$2,170,478 as of December 31, 2025 is expected to be recognized over a remaining weighted-average vesting period of 1.96 years.

Employee Stock Purchase Plan

On June 19, 2021, the Company's Board of Directors adopted the Kingstone Companies, Inc. Employee Stock Purchase Plan (the "ESPP"), subject to stockholder approval. Such approval was obtained on August 10, 2021. The purpose of the ESPP is to provide eligible employees of the Company with an opportunity to use payroll deductions to purchase shares of

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Common Stock of the Company. The maximum number of shares of Common Stock that may be purchased under the ESPP is 750,000, subject to adjustment as provided for in the ESPP. The ESPP was effective August 10, 2021 and expires on August 10, 2031. A maximum of 5,000 shares of Common Stock may be purchased by an employee during any offering period.

The initial offering period under the ESPP was from November 1, 2021 through October 31, 2022. There was no offering pursuant to the ESPP from November 1, 2022 through December 31, 2024. Effective January 1, 2025, the Company initiated an offering period of January 1, 2025 through December 31, 2025 under the ESPP (the "2025 Offering"). For the years ended December 31, 2025 and 2024, stock-based compensation under the 2025 Offering was approximately \$24,000 and \$0, respectively, which is included in other operating expenses on the accompanying condensed consolidated statements of income and comprehensive income. See Note 21 - Subsequent Events - Equity.

Warrants

In connection with the 2022 Exchange Agreement (see Note 9 – Debt – "Exchange Agreements"), as additional consideration, on December 15, 2022, the Company issued warrants (the "Warrants") to the 2022 Exchanging Noteholders to purchase 969,525 shares of Common Stock at an exercise price of \$1.00 per share, exercisable through June 30, 2026. As of December 31, 2025, all issued warrants were exercised. Pursuant to the 2024 Exchange Agreement, the expiration date of the Warrants was extended to June 30, 2026 from December 30, 2025. The fair value of the Warrants, using the Black-Scholes valuation formula, was \$993,200, which was capitalized as a deferred financing cost of the 2022 Notes and the 2024 Notes. The fair value of the Warrants were amortized over the life of the Warrants, which was 36.5 months through September 12, 2024 and effective as of such date, the unamortized balance was being amortized over the extended life of the Warrants, which was 21.5 months.

Holders of the Warrants were entitled to exercise their outstanding Warrants in cash, or, in whole or in part, by having the Company reduce the number of shares otherwise issuable by a number of shares having a fair market value equal to the exercise price of the Warrants being exercised ("Net Exercise"). During the year ended December 31, 2025, holders exercised 642,025 Warrants under Net Exercises, resulting in the issuance of 604,388 shares of Common Stock. During the year ended December 31, 2024, holders exercised 327,500 Warrants under Net Exercises, resulting in the issuance of 304,413 shares of Common Stock.

In accordance with ASC 815 - Derivatives and Hedging – Subsequent Measurement, the effect of a modification or an exchange shall be measured as the difference between the fair value of the modified or exchanged instrument and the fair value of that instrument immediately before it is modified or exchanged. The Company calculated the respective fair values and determined the difference was immaterial.

Shelf Registration

On April 5, 2024, the Company filed a shelf registration statement on Form S-3 with the SEC under the Securities Act of 1933, as amended, with regard to the registration of \$50,000,000 of its equity and debt securities (the "Shelf Registration Statement"). The Shelf Registration Statement was declared effective by the SEC on April 22, 2024. Any offering made pursuant to the Shelf Registration Statement may only be made by means of a prospectus, including a prospectus supplement, forming a part of the effective Shelf Registration Statement, relating to the offering.

At-the-Market Offering

In May 2024, the Company entered into a Sales Agreement with Janney Montgomery Scott LLC (the "Sales Agent") under which the Company had the ability to issue and sell shares of its Common Stock, from time to time, through the Sales Agent, pursuant to the Shelf Registration Statement, up to an aggregate offering price of approximately \$16,400,000 in what is commonly referred to as an "at-the-market" ("ATM") program. On January 7, 2025, the Company filed a prospectus supplement increasing the aggregate offering price for the ATM program to \$25,000,000. During the year ended December 31, 2025, the Company sold 612,999 shares of its Common Stock at a weighted average price of \$16.00 per share and raised \$9,464,323 in net proceeds under the ATM program. As of December 31, 2025, the Company had remaining capacity to sell up to an additional \$15,945,937 of Common Stock under the ATM program.

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Note 13 - Statutory Financial Information and Accounting Policies

For regulatory purposes, KICO prepares its statutory basis financial statements based on statutory accounting principles prescribed or permitted by the New York State Department of Financial Services (the "DFS"). The DFS requires insurance companies domiciled in New York State to prepare their statutory financial statements in accordance with Statements of Statutory Accounting Principles as promulgated by the National Association of Insurance Commissioners (the "NAIC"), subject to any deviations prescribed or permitted by the DFS. These statutory accounting practices differ substantially from GAAP used by most business entities. The more significant variances from GAAP are as follows:

- Policy acquisition costs are charged to operations in the year such costs are incurred, rather than being deferred and amortized as premiums are earned over the terms of the policies.
- Ceding commission revenues are earned when ceded premiums are written except for ceding commission revenues in excess of anticipated acquisition costs, which are deferred and amortized as ceded premiums are earned. GAAP requires that all ceding commission revenues be earned as the underlying ceded premiums are earned over the term of the reinsurance agreements.
- Certain assets including certain receivables, a portion of the net deferred tax asset, prepaid expenses and furniture and equipment are not admitted.
- Investments in fixed-maturity securities are valued at NAIC value for statutory financial purposes, which is primarily amortized cost. GAAP requires certain investments in fixed-maturity securities classified as available-for-sale, to be reported at fair value.
- Certain amounts related to ceded reinsurance are reported on a net basis within the statutory basis financial statements. GAAP requires these amounts to be shown gross.
- For SAP purposes, changes in deferred income taxes relating to temporary differences between net income for financial reporting purposes and taxable income are recognized as a separate component of gains and losses in surplus rather than included in income tax expense or benefit as required under GAAP.

State insurance laws restrict the ability of KICO to declare dividends. These restrictions are related to surplus and net investment income. Dividends are restricted to the lesser of 10% of surplus or 100% of investment income (on a statutory accounting basis) for the trailing 36 months, net of dividends paid by KICO during such period. State insurance regulators require insurance companies to maintain specified levels of statutory capital and surplus. Generally, dividends may be paid without the need for DFS approval from unassigned surplus, and the amount of an insurer's unassigned surplus following payment of any dividends must be reasonable in relation to the insurer's outstanding liabilities and adequate to meet its financial needs.

At December 31, 2025 and 2024, unassigned surplus was \$36,152,023 and \$13,658,183, respectively. Through September 30, 2025, KICO had an agreement with DFS that KICO was only permitted to pay dividends to the Holding Company for purposes of paying operating expenses and debt obligations, and that the maximum amount of dividends that could be paid in 12 months was \$12,000,000 without prior approval. Effective September 30, 2025, the restrictions on KICO to pay dividends were removed by DFS. As of December 31, 2025, the maximum dividends that KICO can pay to the Holding Company is restricted to the lesser of 10% of statutory surplus as shown by its last statement on file with DFS, or 100% of net investment income for the preceding 36 months reduced by dividends paid during such period. As of December 31, 2025, the maximum allowable dividend that KICO may pay to the Holding Company was \$1,969,796 without DFS approval. See Note 21 - Subsequent Events - Statutory Financial Information. For the years ended December 31, 2025 and 2024, KICO paid dividends to the Holding Company of \$7,950,000 and \$0, respectively. For the years ended December 31, 2025 and 2024, KICO recorded statutory basis net income of \$38,665,538 and \$23,273,658, respectively. At December 31, 2025 and 2024, KICO reported statutory basis surplus as regards policyholders of \$99,197,956 and \$76,704,115, respectively, as filed with the DFS.

Note 14 - Risk Based Capital

State insurance departments impose risk-based capital ("RBC") requirements on insurance enterprises. The RBC Model serves as a benchmark for the regulation of insurance companies by state insurance regulators. RBC provides for targeted

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surplus levels based on formulas, which specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk, and are set forth in the RBC requirements. Such formulas focus on four general types of risk: (a) the risk with respect to the company's assets (asset or default risk); (b) the risk of default on amounts due from reinsurers, policyholders, or other creditors (credit risk); (c) the risk of underestimating liabilities from business already written or inadequately pricing business to be written in the coming year (underwriting risk); and (d) the risk associated with items such as excessive premium growth, contingent liabilities, and other items not reflected on the balance sheet (off-balance sheet risk). The amount determined under such formulas is called the authorized control level RBC ("ACL").

The RBC guidelines define specific capital levels based on a company's ACL that are determined by the ratio of the company's total adjusted capital ("TAC") to its ACL. TAC is equal to statutory capital, plus or minus certain other specified adjustments. The Company's TAC was above the ACL for each of the last two years and is in compliance with RBC requirements as of December 31, 2025 and 2024.

Note 15 – Income Taxes

The Company files a consolidated U.S. federal income tax return that includes all wholly owned subsidiaries. State tax returns are filed on a consolidated or separate return basis depending on applicable laws. The Company records adjustments related to prior years' taxes during the period when they are identified, generally when the tax returns are filed. The effect of these adjustments on the current and prior periods (during which the differences originated) is evaluated based upon quantitative and qualitative factors and are considered in relation to the consolidated financial statements taken as a whole for the respective periods.

Enactment of the One Big Beautiful Bill Act of 2025

On July 4, 2025, the U.S. enacted a budget reconciliation package known as the One Big Beautiful Bill Act of 2025 (OBBBA), which includes both tax and non-tax provisions. The changes resulting from the tax provisions in OBBBA did not have a material impact on the Company's income tax expense and results of operations, financial position or liquidity.

Components of Income Tax Expense

For the year ended December 31, 2025, the provision for income taxes is comprised of the following:

Federal income tax before utilization of net operating loss	\$	10,896,837
Utilization of net operating loss		(419,357)
Current federal income tax expense		<u>10,477,480</u>
Current state income tax expense (1)		2,590
Deferred federal and state income tax (benefit) (2)		<u>(201,548)</u>
Income tax	\$	<u><u>10,278,522</u></u>

For the year ended December 31, 2024, the provision for income taxes is comprised of the following:

Current federal income tax expense	\$	-
Current state income tax expense (1)		2,160
Deferred federal and state income tax (2)		<u>4,927,561</u>
Income tax	\$	<u><u>4,929,721</u></u>

(1) For the year ended December 31, 2025, state income tax consisted of New York state minimum tax of \$2,340 and Connecticut minimum tax of \$250. For the year ended December 31, 2024, state income tax consists of New York state minimum tax of \$2,160.

(2) For the years ended December 31, 2025 and 2024, the Company recorded a 100% valuation allowance for state deferred taxes. See state valuation allowance discussion below.

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Tax Rate Reconciliation

For the year ended December 31, 2025, a reconciliation of the federal statutory rate to the Company's effective tax rate is as follows:

Income from operations before taxes	\$	51,045,650	
Federal statutory income tax rate		21 %	
Taxes at federal statutory rate	\$	10,719,587	21.0%
State income taxes, net of federal effect		11,013	—
Nontaxable and nondeductible items			
Dividends received deduction		(51,835)	(0.1)
Non-taxable investment income		(167,401)	(0.3)
Stock-based compensation		(563,954)	(1.1)
Other nontaxable and nondeductible items		318,977	0.6
Other		12,135	(0.1)
Effective tax rate	\$	10,278,522	20.0%

For the year ended December 31, 2024, a reconciliation of the federal statutory rate to the Company's effective tax rate is as follows:

Computed expected tax expense	\$	4,890,513	21.0 %
State taxes, net of Federal benefit		(431,749)	(1.9) %
State valuation allowance		439,905	1.9 %
Permanent differences			
Dividends received deduction		(64,525)	(0.3) %
Non-taxable investment income		(122,194)	(0.5) %
Stock-based compensation		(280,104)	(1.2) %
Sale leaseback transaction		99,775	0.4 %
Other permanent differences		191,488	0.8 %
Prior year tax matters		173,572	0.8 %
Other		33,040	0.1 %
Income tax expense, as reported	\$	4,929,721	21.2 %

Income Taxes Paid

For the year ended December 31, 2025, the Company paid federal income taxes of \$8,028,000 and state income taxes of \$250. For the year ended December 31, 2024, the Company did not pay any income taxes due to utilization of net operating losses.

Deferred Tax Asset

Deferred tax assets and liabilities are determined using the enacted tax rates applicable to the period the temporary differences are expected to be recovered. Accordingly, the current period income tax provision can be affected by the enactment of new tax rates. The net deferred income taxes on the balance sheets reflect temporary differences between the carrying amounts of the assets and liabilities for financial reporting purposes and income tax purposes, tax effected at various rates depending on whether the temporary differences are subject to federal taxes, state taxes, or both.

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Significant components of the Company's deferred tax assets and liabilities are as follows:

	December 31, 2025	December 31, 2024
Deferred tax asset:		
Net operating loss carryovers (1)	\$ —	\$ 419,357
Claims reserve discount	1,562,424	1,305,466
Unearned premium	4,948,868	3,810,973
Deferred ceding commission revenue	1,756,131	2,423,660
Net unrealized losses on securities	1,811,373	3,069,900
Other	916,350	834,921
Total deferred tax assets	10,995,146	11,864,277
Deferred tax liability:		
Investment in KICO (2)	759,543	759,543
Deferred acquisition costs	5,852,113	5,193,798
Intangibles	105,000	105,000
Depreciation and amortization	98,931	208,016
Total deferred tax liabilities	6,815,587	6,266,357
Net deferred income tax asset	\$ 4,179,559	\$ 5,597,920

(1) The deferred tax assets from net operating loss carryovers are as follows:

Type of NOL	December 31, 2025	December 31, 2024	Expiration
Federal only, NOL from 2024 and 2023	\$ -	\$ 419,357	None
State only (A)	3,421,252	3,075,395	December 2027 - December 2043
Valuation allowance	(3,421,252)	(3,075,395)	
State only, net of valuation allowance	-	-	
Total deferred tax asset from net operating loss carryovers	\$ -	\$ 419,357	

(A) Kingstone generates operating losses for state purposes and has prior year NOLs available. The state NOL as of December 31, 2025 and 2024 was approximately \$52,634,646 and \$47,313,775, respectively. KICO, the Company's insurance underwriting subsidiary, is not subject to state income taxes. KICO's state tax obligations are paid through a gross premiums tax, which is included in the consolidated statements of income and comprehensive income within other underwriting expenses. Kingstone has recorded a valuation allowance due to the uncertainty of generating enough state taxable income to utilize 100% of the available state NOLs over their remaining lives, which expire between 2027 and 2044.

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(2) Deferred tax liability - investment in KICO

On July 1, 2009, the Company completed the acquisition of 100% of the issued and outstanding common stock of KICO (formerly known as Commercial Mutual Insurance Company ("CMIC")) pursuant to the conversion of CMIC from an advance premium cooperative insurance company to a stock property and casualty insurance company. Pursuant to the plan of conversion, the Company acquired a 100% equity interest in KICO, in consideration for the exchange of \$3,750,000 principal amount of surplus notes of CMIC. In addition, the Company forgave all accrued and unpaid interest on the surplus notes as of the date of conversion. As of the date of acquisition, unpaid accrued interest on the surplus notes along with the accretion of the discount on the original purchase of the surplus notes totaled \$2,921,319 (collectively the "Untaxed Interest"). As of the date of acquisition, the deferred tax liability on the Untaxed Interest was \$1,169,000. Under GAAP guidance for business combinations, a temporary difference with an indefinite life exists when the parent company has a lower carrying value of its subsidiary for income tax purposes. The deferred tax liability was reduced to \$759,543 upon the reduction of federal income tax rates as of December 31, 2017. The Company is required to maintain its deferred tax liability of \$759,543 related to this temporary difference until the stock of KICO is sold, or the assets of KICO are sold or KICO and the parent are merged.

The table below reconciles the changes in net deferred income tax assets (liabilities) to the deferred income tax benefit for the year ended December 31, 2025:

Decrease in net deferred income tax assets	\$	1,418,361
Less: Deferred tax expense allocated to other comprehensive income		1,619,909
Deferred income tax benefit	\$	<u>(201,548)</u>

In assessing the valuation of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. No valuation allowance against deferred tax assets has been established, except for NOL limitations, as the Company believes it is more likely than not the deferred tax assets will be realized based on the historical taxable income of KICO, or by offset to deferred tax liabilities.

Uncertain Tax Positions

The Company had no material unrecognized tax benefit and no adjustments to liabilities or operations were required. There were no interest or penalties related to income taxes that have been accrued or recognized as of and for the years ended December 31, 2025 and 2024. If any had been recognized these would have been reported in income tax expense.

Generally, taxing authorities may examine the Company's tax returns for the three years from the date of filing. The Company's tax returns for the years ended December 31, 2022 through December 31, 2024 remain subject to examination.

Note 16 - Employee Benefit Plans**Bonus Plans***Employee Bonus Plan*

For the years ended December 31, 2025 and 2024, the Company accrued approximately \$2,434,000 and \$2,091,000, respectively ("Cash Payments"), related to an employee bonus plan (the "Bonus Plan"), of which \$555,000 and \$477,000, respectively, is allocated and recorded in loss and LAE, and \$1,879,000 and \$1,614,000, respectively, is recorded in other underwriting expenses on the accompanying Consolidated Statements of Income and Comprehensive Income. In addition to the Cash Payments, the Bonus Plan also calls for a restricted stock award to the Company's senior leadership team ("SLT") and other members of management if certain performance metrics have been met. The performance metrics for the years ended December 31, 2025 and 2024 have been met, and accordingly, the SLT and other members of management received in March 2026 and March 2025 RSA's for an aggregate of 57,258 shares and 58,755 shares, respectively, of the Company's Common Stock valued at approximately \$964,000 and \$892,000, respectively. For the years ended December 31, 2025 and 2024, the Company accrued approximately \$266,000 and \$278,000, respectively, of stock-based

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compensation recorded in other operating expenses on the accompanying Consolidated Statements of Income and Comprehensive Income.

Executive Bonus Plan

For the years ended December 31, 2025 and 2024, the Company accrued approximately \$688,000 and \$496,000, respectively, for a bonus pursuant to the Third Amended Golden Employment Agreement and the Second Amended Golden Employment Agreement, respectively, of which \$619,000 and \$446,000, respectively, is recorded in other underwriting expenses, and \$68,000 and \$50,000, respectively, is recorded in other operating expenses on the accompanying Consolidated Statements of Income and Comprehensive Income.

401(k) Plan

The Company maintains a salary reduction plan under Section 401(k) of the Internal Revenue Code (the "401(k) Plan") for its qualified employees. The Company matches 100% of each participant's contribution up to 4% of the participant's eligible contribution. The Company incurred approximately \$341,000 and \$270,000 of expense for the years ended December 31, 2025 and 2024, respectively, related to the 401(k) Plan, which is recorded in other underwriting expenses on the accompanying Consolidated Statements of Income and Comprehensive Income.

Deferred Compensation Plan

On June 18, 2018, the Company adopted the Kingstone Companies, Inc. Deferred Compensation Plan (the "Deferred Compensation Plan"). Effective December 22, 2022, the Company terminated the Deferred Compensation Plan. The assets of the Deferred Compensation Plan were liquidated in September 2024, by making payments to participants in full satisfaction of their interest in the Deferred Compensation Plan.

Note 17 - Commitments and Contingencies

Litigation

From time to time, the Company is involved in various legal proceedings in the ordinary course of business. For example, to the extent a claim is asserted by a third party in a lawsuit against one of the Company's insureds covered by a particular policy, the Company may have a duty to defend the insured party against the claim. These claims may relate to bodily injury, property damage or other compensable injuries as set forth in the policy. Such proceedings are considered in estimating the liability for loss and LAE expenses.

Office Leases

The Company enters into lease agreements for real estate that is primarily used for office space in the ordinary course of business. These leases are accounted for as operating leases, whereby lease expense is recognized on a straight-line basis over the term of the lease. See Note 2 - Accounting Policies for additional information regarding the accounting for leases.

On February 10, 2025, KICO entered into a lease agreement for an office facility located in Kingston, New York under an operating lease. The lease commenced on March 1, 2025 (the "Commencement Date") and will expire on March 31, 2030. KICO has the option to renew the lease for an additional term of five years. KICO may terminate the lease anytime following the third anniversary of the Commencement Date if its insurance business is sold or substantially all of the Company's assets are sold. Base rent over the term of the lease is \$269,777 plus a proportionate share of taxes, common area maintenance costs and insurance.

The Company was a party to a non-cancellable operating lease, dated March 27, 2015, for its office facility for KICO located in Valley Stream, New York which expired on March 31, 2024. The lease was not renewed.

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Additional information regarding the Company's office operating leases is as follows:

Lease cost	Year ended December 31, 2025	Year ended December 31, 2024
Operating lease	\$ 44,638	\$ 41,342
Total lease cost	\$ 44,638	\$ 41,342
Other information on operating leases		
Cash payments included in the measurement of lease liability reported in operating cash flows		
	\$ 40,845	\$ 49,145
Discount rate	13.75 %	5.50 %
Remaining lease term in years	4.16	—

Operating lease right-of-use assets, included in other assets, were \$136,209 and \$0 as of December 31, 2025 and 2024, respectively. Operating lease right-of-use liabilities, included in accounts payable, accrued expenses and other liabilities, were \$136,209 and \$0 as of December 31, 2025 and 2024, respectively.

Rent expense for the years ended December 31, 2025 and 2024 amounted to \$44,638 and \$41,342, respectively, and is included in the accompanying Consolidated Statements of Income and Comprehensive Income within other underwriting expenses.

Employment Agreements

Meryl Golden, President and Chief Executive Officer; formerly Chief Operating Officer

Employment Agreement effective as of January 1, 2023

On June 27, 2022, the Company and Ms. Golden entered into a second amended and restated employment agreement which took effect as of January 1, 2023, and expired on December 31, 2024 (the "Second Amended Golden Employment Agreement").

Pursuant to the Second Amended Golden Employment Agreement, Ms. Golden was entitled to receive an annual base salary of \$500,000 and an annual bonus equal to 3% of the Company's consolidated income from operations before taxes, exclusive of the Company's consolidated net investment income (loss), net unrealized gains (losses) on equity securities and net realized gains (losses) on investments, up to a maximum of 1.25 times her base salary. In addition, pursuant to the Second Amended Golden Employment Agreement, Ms. Golden was granted, under the terms of the 2014 Plan, during each of January 2023 and January 2024, a number of shares of restricted stock determined by dividing \$136,500 by the fair market value of the Company's Common Stock on the date of grant. In January 2023, Ms. Golden was granted 101,111 shares of restricted stock pursuant to this provision. The 2023 grant vested with respect to one-half of the award on the first anniversary of the grant date and one-half of the award on December 31, 2024, based on the continued provision of services through such dates. In January 2024, Ms. Golden was granted 64,085 shares of restricted stock pursuant to this provision. The 2024 grant vested on January 2, 2025, based on the continued provision of services through such date. Further, pursuant to the Second Amended Golden Employment Agreement, Ms. Golden would be entitled to receive, under certain circumstances, a payment equal to 1.5 times her then annual base salary and her accrued bonus in the event of the termination of her employment within eighteen months following a change of control of the Company.

Effective as of October 1, 2023, Ms. Golden was appointed to the position of President and Chief Executive Officer of the Company.

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Employment Agreement to be effective as of January 1, 2025

On April 15, 2024, the Company and Ms. Golden entered into a third amended and restated employment agreement (the "Third Amended Golden Employment Agreement"). The Third Amended Golden Employment Agreement was effective as of January 1, 2025 and, as amended, extends the expiration date of the Second Amended Golden Employment Agreement currently in effect for Ms. Golden from December 31, 2025 to January 10, 2027. Pursuant to the Third Amended Golden Employment Agreement, Ms. Golden is entitled to receive an annual base salary of \$550,000 (increased from \$500,000 previously in effect) and an annual bonus equal to 3% of the Company's consolidated income from operations before taxes, exclusive of the Company's consolidated net investment income (loss), net unrealized gains (losses) on equity securities and net realized gains (losses) on investments, up to a maximum of 1.25 times her base annual salary (the same as previously in effect). Pursuant to the Third Amended Golden Employment Agreement (and as provided for in the Second Amended Golden Employment Agreement), in the event that Ms. Golden's employment is terminated by the Company without cause or she resigns for good reason (each as defined in the Third Amended Golden Employment Agreement), Ms. Golden would be entitled to receive her base salary and the 3% bonus for the remainder of the term. Ms. Golden would be entitled, under certain circumstances, to a payment equal to 1.5 times her then annual salary and her accrued 3% bonus in the event of the termination of her employment following a change of control of the Company (also as is provided for in the Second Amended Golden Employment Agreement). Pursuant to the Third Amended Golden Employment Agreement, Ms. Golden received during January 2025, and January 2026, a grant of 40,000 shares of restricted stock. The 2025 grant will become vested with respect to one-half of the award on the first anniversary of the grant date and one-half on December 31, 2026. The 2026 grant will become vested on the first anniversary of the grant date.

Randy Patten, Chief Financial Officer, Vice President and Treasurer (effective August 25, 2025)

On July 23, 2025, the Company and Randy Patten entered into an employment agreement (the "Patten Employment Agreement") pursuant to which Mr. Patten serves as the Company's Chief Financial Officer, Vice President and Treasurer. Mr. Patten also serves as KICO's Chief Financial Officer, Vice President and Treasurer. The Patten Employment Agreement was effective as of August 25, 2025 (the "Effective Date") and will expire on August 25, 2028 (the "Expiration Date"). The term of the Patten Employment Agreement shall automatically be extended for one year periods beyond the Expiration Date unless either party provides written notice to the other party, no later than four months preceding the Expiration Date (or the end of the term, if extended), of its or his desire that the term not be extended.

Pursuant to the Patten Employment Agreement, Mr. Patten is entitled to receive an annual base salary of \$400,000 and shall participate in the Company's Bonus Plan, including with respect to the SLT RSA bonus, each as described in Note 16 – Employee Benefit Plans, Employee Bonus Plan. In accordance with the Bonus Plan, Mr. Patten's cash bonus target will be 25% of his base salary. Pursuant to the Patten Employment Agreement, Mr. Patten's minimum cash bonus for the calendar year ended December 31, 2025 was \$35,000.

On September 12, 2025, the Company paid to Mr. Patten a sign-on bonus of \$200,000 (the "Sign-on Bonus"). In the event that, prior to the first anniversary of the Effective Date, Mr. Patten's employment with the Company is terminated by the Company for cause (as defined in the Patten Employment Agreement) or by Mr. Patten without good reason (as defined in the Patten Employment Agreement), Mr. Patten would be obligated to promptly repay the Sign-on Bonus to the Company. At its option, the Company shall have the right to offset such Sign-on Bonus repayment obligation against any and all amounts payable to Mr. Patten.

Pursuant to the Patten Employment Agreement, Mr. Patten was entitled to receive a restricted stock grant of a number of shares of Common Stock determined by dividing \$600,000 by the fair market value of the Company's Common Stock on the date of grant. On the Effective Date, Mr. Patten was granted 43,290 shares of restricted stock pursuant to this provision. Such stock grant will become vested with respect to 25% of the award on each of the first and second anniversaries of the grant date and 50% on the third anniversary of the grant date.

Barry Goldstein, formerly Executive Chairman of the Board, President and Chief Executive Officer (retired effective September 10, 2024)

Upon Mr. Goldstein's retirement on September 10, 2024, the balance of his previously unvested shares became fully vested.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Note 18 - Earnings Per Common Share

Basic net earnings per common share is computed by dividing net income by the weighted-average number of shares of Common Stock outstanding. Diluted earnings per common share reflects, in periods in which it has a dilutive effect, the impact of common shares issuable upon exercise of stock options and warrants as well as non-vested restricted stock awards. The computation of diluted earnings per common share excludes those options and warrants with an exercise price in excess of the average market price of the Company's Common Stock during the periods presented. For the years ended December 31, 2025 and 2024, there were -0- and 2,828 options, respectively, with an exercise price in excess of the average market price of the Company's Common Stock during the period. For the years ended December 31, 2025 and 2024, there were no warrants with an exercise price in excess of the average market price of the Company's Common Stock during the period.

The computation of diluted earnings per common share excludes outstanding options, warrants and non-vested restricted stock awards in periods where the exercise of such options and warrants or vesting of such restricted stock awards would be anti-dilutive. For the years ended December 31, 2025 and 2024, there were no options, warrants or restricted stock awards that were anti-dilutive for the relevant periods.

The reconciliation of the weighted average number of shares of Common Stock used in the calculation of basic and diluted earnings per common share follows:

	Years ended December 31,	
	2025	2024
Weighted average number of shares outstanding	13,926,024	11,478,899
Effect of dilutive securities, common share equivalents:		
Stock options	171,449	205,961
Warrants	-	554,516
Restricted stock awards	45,700	184,393
Weighted average number of shares outstanding, used for computing diluted earnings per share	14,143,173	12,423,769

Note 19 - Segment Information

The Company reports results of operations for its reportable segments consistent with the manner in which its chief operating decision maker ("CODM") reviews the business to assess performance and allocate resources. The Company identifies its CODM to be its President and Chief Executive Officer.

The Company evaluates the results of its single reportable segment as follows:

Insurance operations are evaluated on (i) underwriting results (net premiums earned, ceding commission earned, other income, loss and loss adjustment expenses, commission expense, and other underwriting expenses), equating to the components of the net combined ratio.

Investments from the insurance operation are primarily evaluated on net investment income and its return on equity contribution.

Net (losses) gains on investments, gain on sale of real estate, other operating expenses are corporate expenses, depreciation and amortization, interest expense, and income tax, which are broken out below the insurance operations components of the net combined ratio to return to the consolidated net income.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
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The Company's CODM uses these measures of profit or loss predominantly in the annual budget and forecasting process, considering budget-to-actual variances throughout the year. The CODM also uses these profit measures for evaluating (i) financial performance, (ii) pricing in the Company's insurance operations, and (iii) employee compensation.

The Company does not allocate items not included in the net combined ratio. Such items include net gains on investments, depreciation and amortization, interest expense, corporate expenses included in other operating expenses, and assets to these segments. The Company does not allocate income taxes to its segments. The Company does not manage those segments on after-tax results.

The following tables reconciles the revenue and expense components of the net combined ratio to consolidated net income for the periods presented.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	Years ended December 31,	
	2025	2024
Revenue components of net combined ratio		
Net premiums earned	\$ 187,126,722	\$ 128,497,920
Ceding commission revenue	15,674,971	18,837,946
Other income	610,212	549,967
Total revenue components of net combined ratio	<u>203,411,905</u>	<u>147,885,833</u>
Expense components of net combined ratio		
Loss and loss adjustment expenses	84,265,722	62,634,716
Commission expense	40,726,801	33,929,333
Other underwriting expenses	31,718,770	25,692,727
Total expense components of net combined ratio	<u>156,711,293</u>	<u>122,256,776</u>
Operating segment net income	<u>46,700,612</u>	<u>25,629,057</u>
Reconciliation of net income components excluded from net combined ratio:		
Revenue components excluded from net combined ratio		
Net investment income	9,798,764	6,823,590
Net (losses) gains on investments	(309,994)	414,551
Realized gain on sale of real estate	1,965,989	—
Other income	637	18,129
Total revenue components excluded from net combined ratio	<u>11,455,396</u>	<u>7,256,270</u>
Expense components excluded from net combined ratio		
Other operating expenses	4,105,310	3,634,583
Depreciation and amortization	2,559,835	2,448,932
Interest expense	445,213	3,513,655
Income tax	10,278,522	4,929,721
Total expense components excluded from net combined ratio	<u>17,388,880</u>	<u>14,526,891</u>
Total net loss components excluded from net combined ratio:	<u>(5,933,484)</u>	<u>(7,270,621)</u>
Consolidated net income	<u>\$ 40,767,128</u>	<u>\$ 18,358,436</u>

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

The following table shows the calculation of the net combined ratio and return on equity from net investment income for the periods presented.

	Years ended December 31,	
	2025	2024
Net combined ratio		
Net loss ratio	45.0 %	48.7 %
Net underwriting expense ratio	30.0 %	31.3 %
Net combined ratio	75.0 %	80.0 %
Reconciliation of net underwriting expense ratio:		
Commission expense and other underwriting expenses	72,445,571	59,622,060
Less: Ceding commission revenue	(15,674,971)	(18,837,946)
Less: Other income	(610,212)	(549,967)
Total commission expense and other underwriting expenses	\$ 56,160,388	\$ 40,234,147
Net earned premium	\$ 187,126,722	\$ 128,497,920
Net underwriting expense ratio	30.0 %	31.3 %
Return on equity on net investment income		
Stockholders' equity beginning of period	\$ 66,708,451	\$ 34,504,139
Stockholders' equity end of period	\$ 122,731,249	\$ 66,708,451
Average stockholders' equity	\$ 94,719,850	\$ 50,606,295
Net investment income	\$ 9,798,764	\$ 6,823,590
Return on equity on net investment income	10.3%	13.5%
Total assets	\$ 453,425,151	\$ 374,915,843

**KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024**

Note 20 - Sale of Real Estate

On February 5, 2025, a subsidiary of the Company entered into a contract of sale with Ulster County, New York (the "County") for the sale to the County of the Company's headquarters building in Kingston, New York, along with an adjacent mixed-use property (collectively, the "Property"). The purchase price for the Property was \$3,600,000. The closing of the sale was on March 19, 2025.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2025 AND 2024

Note 21 - Subsequent Events

The Company has evaluated events that occurred subsequent to December 31, 2025 through March 16, 2026, the date these consolidated financial statements were issued, for matters that required disclosure or adjustment in these consolidated financial statements.

Reinsurance

Effective January 1, 2026, the Company entered into a new quota share reinsurance treaty for its personal lines business and a new underlying excess of loss treaty (see Note 7 – Reinsurance).

Equity

Employee Stock Purchase Plan

Effective January 1, 2026, the Company initiated an offering period of January 1, 2026 through December 31, 2026 under the ESPP. See Note 12 - Stockholders' Equity.

Dividend Declared

On January 21, 2026, the Company's Board of Directors approved a quarterly dividend of \$0.05 per share payable in cash on February 26, 2026 to stockholders of record as of the close of business on February 11, 2026. See Note 12 – Stockholders' Equity.

Statutory Financial Information

On February 19, 2026, KICO paid a dividend of \$1,800,000 to the Holding Company. See Note 13 - Statutory Financial Information.

2026 Guidance

During the first quarter of 2026, winter weather in the Northeast United States has been more severe than recent winters with losses incurred from seven catastrophe events during the months of January and February 2026. The 2026 guidance disclosed in the Company's Form 8-K filing on March 5, 2026, assumes higher-than-average catastrophe losses in the first quarter and full year of 2026.

KINGSTONE COMPANIES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Note 22 – Quarterly Financial Data (Unaudited)

The following is a summary of unaudited quarterly results of operations for the years ended December 31, 2025 and 2024:

	2025				
	March 31,	June 30,	September 30,	December 31,	Total
Net premiums earned	\$ 43,523,063	\$ 46,215,260	\$ 47,925,053	\$ 49,463,346	\$ 187,126,722
Ceding commission revenue	2,958,691	3,081,556	4,900,401	4,734,323	15,674,971
Net investment income	2,048,596	2,300,267	2,499,071	2,950,830	9,798,764
Net (losses) gains on investments	(137,979)	546,451	182,122	(900,588)	(309,994)
Realized gain on sale of real estate	1,965,989	—	—	—	1,965,989
Total revenues	50,498,775	52,294,779	55,652,490	56,421,257	214,867,301
Loss and loss adjustment expenses	27,175,078	17,927,162	21,232,324	17,931,158	84,265,722
Commission expense and other underwriting expenses	16,718,302	18,356,996	18,666,524	18,703,749	72,445,571
Net income	3,882,660	11,252,332	10,872,475	14,759,661	40,767,128
Basic earnings per share	\$ 0.29	\$ 0.81	\$ 0.77	\$ 1.04	\$ 2.93
Diluted earnings per share	\$ 0.27	\$ 0.78	\$ 0.74	\$ 1.03	\$ 2.88
	2024				
	March 31,	June 30,	September 30,	December 31,	Total
Net premiums earned	\$ 28,819,902	\$ 30,303,612	\$ 33,407,194	\$ 35,967,212	\$ 128,497,920
Ceding commission revenue	4,567,111	4,561,961	4,741,676	4,967,198	18,837,946
Net investment income	1,502,860	1,764,596	1,649,673	1,906,461	6,823,590
Net gains (losses) on investments	726,391	(233,606)	826,522	(904,756)	414,551
Total revenues	35,765,177	36,502,115	40,771,728	42,103,083	155,142,103
Loss and loss adjustment expenses	17,859,587	14,238,308	13,027,597	17,509,224	62,634,716
Commission expense and other underwriting expenses	13,732,417	14,133,005	15,898,844	15,857,794	59,622,060
Net income	1,426,679	4,514,937	6,978,145	5,438,675	18,358,436
Basic earnings per share	\$ 0.13	\$ 0.41	\$ 0.61	\$ 0.44	\$ 1.60
Diluted earnings per share	\$ 0.12	\$ 0.37	\$ 0.55	\$ 0.40	\$ 1.48

Due to changes in number of shares outstanding from quarter to quarter, the total earnings per share of the four quarters may not necessarily equal the total earnings per share for the year.

Effective as of 08/28/24

KINGSTONE COMPANIES, INC.

BY-LAWS

ARTICLE I

OFFICES

Section 1. The principal office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders shall be held at such time and place as may be fixed from time to time by the board of directors of the corporation.

Section 2. Annual meetings of stockholders shall be held for the election of directors of the corporation. At such annual meeting, the stockholders shall elect a board of directors by a plurality vote (as provided in Section 10 of this Article II), and shall transact such other business as may properly be brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by, at the direction of or upon authority granted by the board of directors, (b) otherwise brought before the meeting by, at the direction of or upon authority granted by the board of directors, or (c) subject to Section 12 hereof, otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the corporation. To be timely, a stockholder's notice must be received at the principal executive offices of the corporation not less than 60 days nor more than 90 days prior to the date which is one year from the date of the mailing of the corporation's notice regarding the availability of proxy materials for the prior year's annual meeting of stockholders. If during the prior year the corporation did not hold an annual meeting, or if the date of the meeting for which a stockholder intends to submit a proposal has changed more than 30 days from the date of the meeting in the prior year, then such notice must be received a reasonable time before the corporation mails the notice regarding the availability of proxy materials for the current year.

A stockholder's notice to the secretary must set forth as to each matter the stockholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting, and the reasons for conducting such business at the annual meeting, (b) the name and address, as they appear on the corporation's books, of the stockholder proposing such business, (c) the class and number of shares of the corporation which are beneficially owned by the stockholder, and (d) any material interest of the stockholder in such business. Notwithstanding anything in the By-Laws to the contrary, but subject to Section 12 hereof, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 2. The chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2, and, if he should so determine, he shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted.

Section 3. Written notice of the annual meeting shall be given to each stockholder entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every election of directors, a complete list of the stockholders entitled to vote at said election, arranged in alphabetical order, showing the address and number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, during ordinary business hours, for a period of at least ten days prior to the election, either at a place within the city, town or village where the election is to be held and which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, shall be called by the secretary of the corporation at the request in writing of a majority of the entire board of directors. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting of stockholders, stating the time, place and purposes thereof, shall be given to each stockholder entitled to vote thereat, not less ten nor more than sixty days before the date fixed for the meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or

represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. In addition, whether or not a quorum is then present, the Chairman of the Board of the corporation shall have the power and authority to adjourn any meeting of stockholders at any time prior to or during such meeting for any reason without notice other than announcement at the meeting. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of a statute, the by-laws or the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Except as provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. At all elections of directors of the corporation, each stockholder having voting power shall be entitled to exercise the right of cumulative voting as provided in the certificate of incorporation.

Section 11. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes or of the certificate of incorporation, the meeting and vote of stockholders may be dispensed with, if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken unless such action has been authorized by the board of directors, in which event such action may be taken by the written consent of the holders of not less than a majority of the shares of capital stock entitled to vote upon such action.

Section 12. Only persons who are nominated in accordance with the procedures set forth in this Section 12 shall be qualified for election as directors. Nominations of persons for election to the board of directors of the corporation may be made at a meeting of stockholders by or at the direction of the board of directors or by any stockholder of the corporation entitled to vote for the election of directors at the meeting who complies with the procedures set forth in this Section 12. In order for persons nominated to the board of directors, other than those persons nominated by or at the direction of the board of directors, to be qualified to serve on the board of directors, such nomination shall be made pursuant to timely notice in writing to the secretary of the corporation. To be timely, a stockholder's notice must be received at the principal executive offices of the corporation not less than 60 days nor more than 90 days prior to the meeting; provided, however, that, in the event that less than 70 days' notice of the date of the meeting is given to stockholders and public disclosure of the meeting date, pursuant to a press release, is either not made or is made less than 70 days prior to the meeting date, then notice by the stockholder to be timely must be so received not later than the close of business on the tenth day

following the earlier of (a) the day on which such notice of the date of the meeting was mailed to stockholders or (b) the day on which such public disclosure was made.

A stockholder's notice to the secretary must set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) the class and number of shares of the corporation which are beneficially owned by such person and (iv) any other information relating to such person that is required to be disclosed in solicitation of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended from time to time (including, without limitation, such documentation as is required by Regulation 14A to confirm that such person is a bona fide nominee); and (b) as to the stockholder giving the notice (i) the name and address, as they appear on the corporation's books, of such stockholder and (ii) the class and number of shares of the corporation which are beneficially owned by such stockholder. At the request of the board of directors, any person nominated by the board of directors for election as a director shall furnish to the secretary of the corporation that information required to be set forth in a stockholder's notice of nomination which pertains to the nominee. No person shall be qualified for election as a director of the corporation unless nominated in accordance with the procedures set forth in this Section 12. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with procedures prescribed by the By-Laws, and, if he should so determine, he shall so declare to the meeting, and the defective nomination shall be disregarded.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be fixed from time to time by the board of directors of the corporation. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

In the event that, during any period beginning with the adjournment of a particular annual meeting of the stockholders of the corporation and ending with the commencement of the following annual meeting of the stockholders of the corporation, a director shall be absent from (due to his failure to be present in person or by conference telephone) seven (7) meetings of the board of directors of the corporation, then, effective with the missed seventh (7th) meeting, he shall thereupon be deemed to have resigned as a director unless the board of directors shall determine, in its sole discretion, that one or more of the absences was excusable. With regard to any such meeting of the board of directors held for the purpose of determining whether one or more absences was excusable (among possible other purposes), unless the chairman of the board or the president determines otherwise, the subject individual shall not be entitled to notice thereof and shall not be entitled to attend. In the event that the board of directors determines that an

absence from a particular meeting or meetings was excusable, then, for purposes hereof only, the director shall be deemed to have attended the particular meeting(s). The provisions of this paragraph shall apply to meetings missed after November 24, 2004.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 3. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held immediately following the close of the annual meeting of stockholders at the place of the holding of said annual meeting. No notice of any such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not held at such time and place, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board of directors may be called by the chairman of the board or the president on one (1) day's notice to each director, either personally, by overnight mail, by telegram, by e-mail, by telecopier or by telephone. For purposes hereof, one (1) day's notice shall be satisfied by the delivery of such notice as shall result in the director receiving notice by 5:00 p.m., New York City time, on the day immediately preceding the date of the meeting (provided that the time of the meeting is no earlier than 8:00 a.m., New York City time).

Section 8. At all meetings of the board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors; provided, however, that, in the event the number of directors in office is less than four, any action to be taken by the Board of Directors shall require the affirmative vote of all of the directors then in office, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat

may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board and such written consent is filed with the minutes of proceedings of the board.

COMMITTEES OF DIRECTORS

Section 10. The board of directors, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, which committees shall serve at the pleasure of the board of directors. The board of directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members of such committee. The board of directors, by resolution adopted by a majority of the entire board, may remove a member of any such committee with or without cause. To the extent provided in said resolution and to the extent permitted by the laws of the State of Delaware, each such committee shall have and may exercise the powers of the board of directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 12. Each committee may hold meetings, both regular and special, either within or without the State of Delaware.

Section 13. Regular meetings of each committee may be held without notice at such time and at such place as shall from time to time be determined by such committee.

Section 14. Special meetings of a committee may be called by the chairman of the committee on one (1) day's notice to each committee member, either personally, by overnight mail, by telegram, by e-mail, by telecopier or by telephone. For purposes hereof, one (1) day's notice shall be satisfied by the delivery of such notice as shall result in the committee member receiving notice by 5:00 p.m., New York City time, on the day immediately preceding the date of the meeting (provided that the time of the meeting is no earlier than 8:00 a.m., New York City time).

Section 15. At all meetings of a committee, a majority of the committee members shall constitute a quorum for the transaction of business and the act of a majority of the committee members present at any meeting at which there is a quorum shall be the act of the committee. If a quorum shall not be present at any meeting of a committee, the committee members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 16. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of a committee may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of such committee, and such written consent is filed with the minutes of proceedings of the committee.

COMPENSATION OF DIRECTORS

Section 17. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors and such salary or other compensation as directors, as the board by resolution may determine. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

NOTICES

Section 1. Notices to directors and stockholders shall be sent as permitted by applicable law and these by-laws.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated herein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a chairman of the board, a president, a secretary and a treasurer. The board of directors may also choose one or more vice-presidents, assistant secretaries and assistant treasurers. Two or more offices may be held by the same person.

Section 2. The board of directors, at its first meeting after each annual meeting of stockholders, shall choose a chairman of the board, a president, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the entire board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

CHAIRMAN OF THE BOARD

Section 6. The chairman of the board of directors, if an executive of the corporation, shall have general supervision and control over the finances of the corporation, subject to the control of the board of directors and the chief executive officer of the corporation, if any, and shall see that all orders and resolutions of the board are carried into effect; shall preside at all meetings of the board of directors and stockholders; shall be ex-officio a member of all standing committees; and shall perform such other duties as from time to time may be assigned to him or her by the board of directors.

A non-executive chairman of the board of directors shall have general supervision over the board of directors and its activities; shall provide overall leadership to the board of directors; shall preside at all meetings of the board of directors and stockholders; shall be ex-officio a member of all standing committees; and shall perform such other duties as from time to time may be assigned to him or her by the board of directors.

PRESIDENT

Section 7. The president shall have general supervision and control over the day-to-day business and management of the corporation, subject to the control of the board of directors, and shall see that all orders and resolutions of the board are carried into effect. In the absence of an executive chairman of the board of directors and a chief executive officer of the corporation, the president shall have general supervision and control over the finances of the corporation, subject to the control of the board of directors.

VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties

for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of an assistant secretary.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books and belongings to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Shares of the capital stock of the corporation may be certificated or uncertificated, as provided under the General Corporation Law of the State of Delaware. Each

stockholder, upon written request to the transfer agent or registrar of the corporation, shall be entitled to a certificate of the capital stock of the corporation in such form as may from time to time be prescribed by the board of directors. Such certificate shall bear the corporation's seal and shall be signed by the chairman of the board or the president or a vice president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary. The corporation's seal and the signatures by corporation officers may be facsimiles if the certificate is manually countersigned by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such officer, transfer agent or registrar were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. The corporation shall be permitted to issue fractional shares.

TRANSFERS

Section 2. Stock of the corporation shall be transferable in the manner prescribed by applicable law and in these By-Laws. Transfers of stock shall be made on the books of the corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the corporation shall be marked "Cancelled," with the date of cancellation, by the secretary or assistant secretary of the corporation or the transfer agent thereof. No transfer of stock shall be valid as against the corporation for any purpose until it shall have been entered in the stock records of the corporation by an entry showing from and to whom transferred.

LOST CERTIFICATES

Section 3. In case of the alleged loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the board of directors may prescribe, provided, however, that if such shares have ceased to be certificated, a new certificate shall be issued only upon written request to the transfer agent or registrar of the corporation.

CLOSING OF TRANSFER BOOKS; RECORD DATE

Section 4. The board of directors may close the stock transfer books of the corporation for a period not exceeding 50 days preceding the date of any meeting of stockholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect or for a period of not exceeding 50 days in connection with obtaining the consent of stockholders for any purpose. In lieu of closing the stock transfer books as aforesaid, the board of directors may fix in advance a date, which date shall not be more than 60 nor less than ten days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

REGISTERED STOCKHOLDERS

Section 5. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such

other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demand for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

Section 7. The corporation shall to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto. The indemnifications authorized hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under or through any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in the official capacity of those seeking indemnification and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such persons. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Section 145.

ARTICLE VIII

AMENDMENTS

Section 1. These by-laws may be altered or repealed (a) at any regular meeting of the stockholders or of the board of directors, (b) at any special meeting of the stockholders or of the board of directors if notice of such alteration or repeal be contained in the notice of such special meeting or (c) by unanimous written consent of the stockholders or board of directors.

THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT, dated April 15, 2024, by and between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **MERYL S. GOLDEN** (the “Employee” or the “Executive”), as amended by Amendments No. 1 and 2 thereto.

RECITALS

WHEREAS, the Company and the Employee entered into that certain Employment Agreement, dated August 27, 2019 (the “Employment Agreement”), which sets forth the terms and conditions upon which the Employee was employed by the Company and upon which the Company compensated the Employee for her services through December 31, 2021.

WHEREAS, the Employment Agreement was amended and restated (the “Amended Employment Agreement”) effective as of January 1, 2021 to set forth the terms and conditions upon which the Employee was employed by the Company and upon which the Company compensated the Employee for her services through December 31, 2022.

WHEREAS, the Amended Employment Agreement was amended and restated (the “Second Amended Employment Agreement”) effective as of January 1, 2023 to set forth the terms and conditions upon which the Employee is employed by the Company and upon which the Company compensates the Employee for her services through December 31, 2024.

WHEREAS, the Company and the Employee desire to amend and restate the Second Amended Employment Agreement effective as of January 1, 2025 (the “Effective Date”) to provide for the continued services and employment of the Employee by the Company from and after the Effective Date, upon the terms and conditions hereinafter set forth.

WHEREAS, all amounts earned and other obligations for periods prior to the Effective Date shall be controlled by the Second Amended Employment Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. EMPLOYMENT; TERM

1. The Company will continue to employ the Employee in its business, and the Employee will continue to work for the Company therein, as its Chief Executive Officer and President for a term commencing as of the Effective Date and terminating on January 10, 2027 (the “Expiration Date”), subject to earlier termination as hereinafter provided (the employment period, as earlier terminated as provided for herein, being referred to as the “Term”).

2. Upon the expiration of the Term or the termination of the Employee’s employment with the Company for any reason whatsoever, whether during or following the Term, she shall be deemed to have resigned all of her positions as an employee, officer and director of the Company and of each and every subsidiary thereof.

2. DUTIES

1. During the Term, the Employee shall serve as the Company's Chief Executive Officer and President and shall have and perform executive, administrative, and managerial duties customary for such a position, and such further duties of an executive character as shall, from time to time, be delegated or assigned to her by the Board of Directors of the Company (the "Board") consistent with the Employee's position.

3. DEVOTION OF TIME

1. During the Term, the Employee shall expend substantially all of her working time for the Company, shall devote her best efforts, energy and skill to the services of the Company and the promotion of its interests and shall not take part in activities detrimental to the best interests of the Company. Notwithstanding the foregoing, during the term of the Third Amended and Restated Employment Agreement between Kingstone Insurance Company ("KICO") and the Employee of even date (the "KICO Employment Agreement"), the Employee shall be entitled to devote such time as is necessary to the fulfillment of her duties and responsibilities as Chief Executive Officer and President of KICO, it being understood and agreed that such permitted activity is subject to the reduction in Base Salary (as hereinafter defined) provided for in Section 4.2 hereof.

2. The Employee shall be permitted to engage in the following activities: (a) charity, social or civic work, (b) tend to personal financial and legal affairs, and (c) subject to the prior written consent of the Company (following Board approval), serve on the Board of Directors of, or advisor to, other business organizations, in each case (i.e., (a) through (c) above), provided that such activities do not interfere or conflict with her full-time services to the Company.

4. COMPENSATION

1. For all services to be rendered by the Employee during the Term, and in consideration of the Employee's representations and covenants set forth in this Agreement, the Employee shall be entitled to receive from the Company compensation as set forth in Section 4.2 below.

2. During the Term, the Employee shall be entitled to receive a salary at the rate of five hundred fifty thousand dollars (\$550,000) per annum (the "Base Salary"); provided, however, the Base Salary shall be reduced on a dollar-for-dollar basis to the extent of the salary payable by KICO to the Employee pursuant to the KICO Employment Agreement.

3. (a) Subject to the terms and conditions hereof, the Employee shall also be entitled to receive from the Company, for each calendar year during the Term, a bonus (the "Bonus") equal to three percent (3%) of the Company's Net Income (as hereinafter defined) for such calendar year, not to exceed one hundred twenty-five percent (125%) of the Base Salary (the "Bonus Payments"); provided, however, the Bonus Payments shall be reduced on a dollar-for-dollar basis to the extent of any Bonus payable by KICO to the Employee pursuant to the KICO Employment Agreement.

(b) For purposes hereof, the term "Net Income" for any particular calendar period shall mean the Company's consolidated income from operations before taxes for such period determined in accordance with generally accepted accounting principles consistently applied, as audited and reported upon by the independent auditors of the Company, except that the Company's consolidated net investment income (loss), net unrealized gains (losses) on equity securities and net realized gains (losses) on investments shall be excluded.

(c) For purposes hereof, in the event that this Agreement shall terminate on a date other than December 31 of any calendar year and for such calendar year, pursuant to the terms of this Agreement, the Employee is entitled to receive a Bonus through the termination date (the "Termination Date"), then the Company's Net Income for such calendar year shall be determined for the period from the first day of such calendar year (the "Termination Year") until the Termination Date by multiplying the Company's Net Income for the period from the first day of the Termination Year until the end of the calendar quarter in which the Termination Date falls (the "Termination Quarter") by a fraction, the numerator of which shall be the number of days from the first day of the Termination Year until the Termination Date and the denominator of which shall be the number of days from the first day of the Termination Year until the end of the Termination Quarter. In the event the Termination Quarter shall be other than the last calendar quarter of the Termination Year, notwithstanding that the term "Net Income" shall have the meaning ascribed to it by paragraph (b) hereof (as adjusted by the provisions of this paragraph (c)), the application of such term to this paragraph (c) shall not be subject to any adjustment based upon an audit or report of the Company's independent auditors with respect to the Termination Year but instead shall be calculated and paid as provided for in paragraph (d) hereof.

(d) The Bonus for any calendar year shall be payable in the following calendar year within thirty (30) days following the receipt by the Company of the report of its independent auditors with regard to the Company's Net Income for such calendar year, calculated in accordance with paragraph (b) hereof and otherwise consistent with the consolidated financial statements of the Company for the calendar year (the "Audited Financial Statements"), as set forth in any Form 10-K filed by the Company with the Securities and Exchange Commission (the "SEC"); provided, however, that, in the event the Audited Financial Statements are not available by February 28 of any calendar year, an interim Bonus payment, if any, shall be made based upon the unaudited consolidated financial statements of the Company for such calendar year, as determined by the Company's chief financial officer and approved by the Company's Compensation Committee. Following receipt of the Audited Financial Statements, an appropriate adjustment will be made to the Bonus amount, and the Company will

pay any underpayment, or the Employee will return any overpayment, within fifteen (15) days of receipt of the Audited Financial Statements. Notwithstanding the foregoing, with respect to any Termination Year in which the Termination Quarter is other than the last calendar quarter of the Termination Year, the Bonus shall be payable within thirty (30) days following the determination by the Company's chief financial officer of the Company's Net Income through the end of the Termination Quarter, if any, calculated in accordance with paragraph (c) hereof and otherwise consistent with the consolidated financial statements of the Company for the period ended with the end of the Termination Quarter, as set forth in any Form 10-Q filed by the Company with the SEC.

4.4 The Employee shall not be eligible to participate in any employee incentive compensation plan other than as expressly provided in this Agreement.

5. REIMBURSEMENT OF EXPENSES

1. Subject to Section 5.3 hereof, the Company shall pay directly, or reimburse the Employee for, all reasonable and necessary expenses and disbursements incurred by the Employee for and on behalf of the Company in the performance of her duties during the Term.

2. The Employee shall periodically submit to the Company reports of such expenses and disbursements in a form and at a frequency normally used by the Company, and receipts with respect thereto, and the Company's obligations under Section 5.1 hereof shall be subject to compliance therewith.

3. During the Term, the Employee shall be entitled to receive a monthly automobile allowance of one thousand dollars (\$1,000) for any and all expenses related to the Employee's automobile (i.e., lease payments, insurance, gas, tolls, parking and the like). Except for reimbursement of directly related automobile expenses (i.e., parking and tolls) incurred by the Employee while fulfilling her duties and responsibilities to the Company, but which are outside of the Employee's normal day to day commuting usage of her automobile, the Employee will not be entitled to any additional or alternative reimbursement for any other automobile related expenses.

6. DISABILITY; INSURANCE

1. If, during the Term, the Employee, in the opinion of a majority of all of the members of the Board (excluding the Employee if she is a member), as confirmed by competent medical evidence, shall become physically or mentally incapacitated to perform her duties for the Company hereunder ("Disabled") for a continuous period, then for the first three (3) months of such period she shall receive her full salary (subject to the following sentence, the "Salary Continuation Period"). In no event, however, shall the Employee be entitled to receive any payments under this Section 6.1 beyond the expiration or termination date of this Agreement. Effective with the date of her resumption of full employment, the Employee shall be re-entitled to receive her full salary. If such illness or other incapacity shall endure for a continuous period of at least

three (3) months or for at least sixty (60) business days during any six (6) month period, the Company shall have the right, by written notice, to terminate the Employee's employment hereunder as of a date (not less than thirty (30) days after the date of the sending of such notice) to be specified in such notice. The Employee agrees to submit herself for appropriate medical examination to a physician of the Company's designation as necessary for purposes of this Section 6.1.

2. The obligations of the Company under this Article 6 may be satisfied, in whole or in part, by payments to the Employee under a disability insurance policy provided by the Company and/or KICO.

3. Notwithstanding the foregoing, in the event that, at the time of any apparent incapacity, the Company has in effect a disability policy with respect to the Employee (other than disability coverage through the New York State Insurance Fund), the Employee shall be considered Disabled for purposes of Section 6.1 only if she is considered disabled for purposes of the policy.

4. In the event of the termination of the Employee's employment based upon her becoming Disabled, as severance, the Employee shall be entitled to receive the Bonus compensation to which she is entitled until the expiration of the Salary Continuation Period pursuant to Section 4.3 hereof (i.e., the Termination Date shall be considered the last day of the Salary Continuation Period). The amount to be paid to the Employee pursuant to this Section 6.4 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise, including pursuant to Article 11.

7. RESTRICTIVE COVENANTS

1. (a) The services of the Employee are unique and extraordinary and essential to the business of the Company, especially since the Employee shall have access to the Company's customer lists, producer lists, trade secrets and other privileged and confidential information essential to the Company's business. Therefore, the Employee agrees that, if her employment shall at any time terminate during the Term for any reason whatsoever, with or without Cause (as hereinafter defined) and with or without Good Reason (as hereinafter defined), the Employee will not at any time during the Restrictive Covenant Period (as hereinafter defined), without the prior written consent of the Company, directly or indirectly, whether individually or as a principal, officer, employee, partner, shareholder, member, manager, director, agent of, or consultant or independent contractor to, any person, corporation, limited liability company, partnership, limited partnership or other entity (collectively, "Person"):

(i) within any state in which the Company has a license to operate on the date on which the Employee ceases to be employed by the Company (the "Cessation Date") (the "Territory"), engage or participate in a business which, as of the Cessation Date, is competitive with the business in which the Company is then engaged ("Competitive Business") (it being understood and agreed that, without limiting the

generality of the foregoing, Heritage, Ocean Harbor, US Coastal, United Insurance Holdings, TypTap and HCI are currently engaged in a Competitive Business and "Competitive Business" includes the business of a Coastline Homeowner's Insurance Provider (as defined below) and/or the provision of automobile insurance for the ridesharing industry), and shall not make any investments in any such Competitive Business, except that the foregoing shall not restrict the Employee from (A) acquiring up to one percent (1%) of the outstanding voting stock of any Competitive Business whose securities are listed on a stock exchange, including Nasdaq or (B) engaging or participating in the business of a Person which is not a Coastline Homeowner's Insurance Provider. For purposes hereof, the term "Coastline Homeowner's Insurance Provider" means a Person which, directly or indirectly, derives at least twenty-five percent (25%) of its gross premiums written for personal property insurance from policies as to which the insured premises are located (I) within two (2) miles of the nearest coastline and/or (II) in areas, such as Long Island and Cape Cod, typically avoided by carriers that focus on preferred/standard business, such as State Farm Insurance, due to hurricane exposure;

(ii) cause or seek to persuade any director, officer, employee, customer, client, account, agent, producer, reinsurer or supplier of, or consultant or independent contractor to, the Company, or others with whom the Company has a business relationship (collectively, "Business Associates"), to discontinue or materially modify the status, employment or relationship of such Person with the Company;

(iii) cause or seek to persuade any prospective customer, client, account or other Business Associate of the Company (which at or about the Cessation Date was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship; or

(iv) hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company.

The foregoing restrictions set forth in this Section 7.1(a) shall apply likewise during the Term.

b. For purposes hereof, the term "Restrictive Covenant Period" shall mean the twelve (12) month period commencing with the Cessation Date.

2. The Employee agrees to timely disclose to the Board all material ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements, whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Employee, while employed by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business or interests, or are used or usable by the Company, or arise out of or in connection with the duties performed by the Employee (hereinafter referred to collectively as "Discoveries"). The Employee

hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, the Employee will, without any additional compensation, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including, without limitation, applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its right in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Employee shall cooperate, at the Company's expense, in filing and/or prosecuting any such application.

3. (a) The Employee represents that she has been informed that it is the policy of the Company to maintain as confidential all confidential and/or proprietary information relating to the Company, including, without limitation, any and all knowledge or information with respect to confidential methods, processes, plans, materials, customer, producer and reinsurer lists or data, or with respect to any other confidential or secret aspect of the Company's activities, and further acknowledges that such confidential information is of great value to the Company. The Employee recognizes that, by reason of her employment with the Company, she has acquired and will acquire confidential information as aforesaid. The Employee confirms that it is reasonably necessary to protect the Company's goodwill, and, accordingly, hereby agrees that she will not, directly or indirectly (except where authorized by the Board), at any time during the Term or thereafter divulge to any Person, or use, or cause or authorize any Person to use, any such confidential information.

b. The Employee agrees that she will not, at any time, remove from the Company's premises any drawings, notebooks, software, data or other confidential information relating to the business and procedures heretofore or hereafter acquired, developed and/or used by the Company, except where necessary in the fulfillment of her duties hereunder.

c. The Employee agrees that, upon the expiration or termination of this Agreement or the termination of her employment with the Company for any reason whatsoever, she shall promptly deliver to the Company any and all drawings, notebooks, software, data and other documents and material, including all copies thereof, in her possession or under her control relating to any confidential information or discoveries, or which is otherwise the property of the Company.

d. For purposes hereof, the term "confidential information" shall mean all information given to the Employee, directly or indirectly, by the Company and all other information relating to the Company otherwise acquired by the Employee during the course of her employment with the Company (whether on or prior to the Effective Date or hereafter), other than information which (i) was in the public domain at the time furnished to, or acquired by, the Employee, or (ii) thereafter enters the public domain

other than through disclosure, directly or indirectly, by the Employee or others in violation of an agreement of confidentiality or nondisclosure.

4. For purposes of this Article 7, the term "Company" shall mean and include the Company and any and all subsidiaries and affiliated entities of the Company in existence from time to time.

5. In connection with her agreement to the restrictions set forth in this Article 7, the Employee acknowledges the benefits accorded to her pursuant to the provisions of this Agreement, including, without limitation, the agreement on the part of the Company to employ the Employee during the Term (subject to the terms and conditions hereof). The Employee also acknowledges and agrees that the covenants set forth in this Article 7 are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of the Company and that the enforcement thereof would not prevent the Employee from earning a livelihood.

6. Notwithstanding any other provision of this Article 7 to the contrary, the Executive may disclose confidential or proprietary information of the Company and its subsidiaries as follows: (a) disclosures to directors, officers, key employees, independent accountants and counsel of the Company and its subsidiaries as may be necessary or appropriate in the performance of the Executive's duties hereunder, (b) disclosures that do not have a material adverse effect on the business or operations of the Company and its subsidiaries taken as a whole, (c) disclosures that the Executive is required to make by law or by any court, arbitrator or administrative or legislative body (including any committee thereof) with apparent jurisdiction to order the Executive to disclose or make accessible any information, (d) disclosures with respect to any other litigation, arbitration or mediation involving this Agreement, and (e) disclosures of any such confidential or proprietary information that is, at the time of such disclosure, generally known to and available for use by the public and not by the Executive's wrongful act or omission.

7. If Executive believes that she may be required to disclose any such confidential or proprietary information pursuant to applicable law, court order or subpoena, she shall immediately notify the Company in writing by overnight delivery, directed to the Chairman of the Board, of any such perceived requirement so that the Company may seek an appropriate protective order or other appropriate remedy or waive compliance with this confidentiality requirement. Executive shall also reasonably cooperate with the Company to obtain such a protective order or other remedy.

8. Notwithstanding any other provision of this Article 7 to the contrary, the Executive upon leaving the employ of the Company shall be entitled to retain (i) papers and other materials of a personal nature, including but not limited to, photographs, correspondence, personal diaries, personal contact lists, calendars and personal files, except to the extent business-related information is set forth therein, (ii) information showing her compensation or relating to her reimbursement of expenses, (iii) information that she reasonably believes may be needed for tax purposes, and (iv) copies of plans,

programs and agreements relating to her employment, or termination thereof, with the Company.

9. This Agreement does not prohibit Executive from making any disclosure required by law, communicating with, making a report to, or otherwise participating in any investigation or proceeding that may be conducted by the Company's designated legal, compliance or human resources personnel, the Securities and Exchange Commission ("SEC") and/or its Office of the Whistleblower, the Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), the National Labor Relations Board ("NLRB"), or other federal, state or local government agencies or entities. Executive is not prohibited from disclosing this Agreement or its contents, or from providing documents or other information, to the SEC and/or the Office of the Whistleblower, EEOC, OSHA, NLRB or any other such federal, state or local governmental entity. Executive does not need to provide notice to or obtain the prior authorization of the Board or the Company's General Counsel to make any such report or disclosure and Executive is not required to notify the Company that Executive has made such reports or disclosures.

10. Notice Under Defend Trade Secrets Act: Notwithstanding the requirements contained in this Agreement, in accordance with the Defend Trade Secrets Act, Executive will not be held criminally or civilly liable under any federal or state trade secret law if Executive discloses a Trade Secret in confidence to federal, state or local government officials, to Executive's attorney solely for the purpose of reporting or investigating a suspected violation of law, or in a sealed complaint or other document filed in a lawsuit or other proceeding. Further, if Executive files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Trade Secret to her attorney and use the Trade Secret information in the court proceeding if Executive: (i) files the document containing the Trade Secret in a sealed court document; and (ii) does not disclose the Trade Secret, except pursuant to court order. However, if Executive engages in conduct otherwise prohibited by law, such as, but not limited to, accessing Trade Secrets unlawfully or by unauthorized means, no immunity shall apply and the Company reserves the right to pursue all available remedies.

11. Notwithstanding anything to the contrary in this Agreement, Executive has the right to:

a. Report, respond to or cooperate with an investigation into possible violations of state or federal laws or regulations involving a governmental agency or entity including the Congress, the Department of Justice, the SEC and/or its Office of the Whistleblower (www.sec.gov/whistleblower); Office of the Whistleblower Hotline (202) 551-4790, the EEOC, the OSHA, the NLRB, and any other such federal, state or local agency. This includes reporting violations of the federal securities laws or regulations;

b. Make disclosures that are protected by federal, state or local whistleblower laws;

- c. Cooperate in an investigation, respond to an inquiry, or provide testimony before the SEC or any other federal, state or local regulatory or law enforcement authority; and
- d. Make reports or disclosures to law enforcement or regulatory authorities without authorization from the Company, without notifying the Company that a report or disclosure will be or was made, and without revealing the substance of the report or disclosure to the Company.

Executive will not be retaliated against for reporting to the Company or to any governmental agency or entity, including the SEC, information that Executive reasonably believes relates to a possible violation of securities laws or for reporting misconduct. Retaliation under such circumstances is prohibited by law.

12. This Agreement does not prevent, interfere with or limit Executive's ability to file a charge or complaint with, report conduct to, provide information to or participate in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administrative, the Securities and Exchange Commission or any other federal, state or local government agency or commission. Executive agrees that, if such a charge or complaint is made, or investigation or proceeding is initiated against the Company, Executive will not accept, be entitled to, receive, or recover any monetary damages or any other form of relief or remedy to the fullest extent permitted by law EXCEPT THAT THIS AGREEMENT DOES NOT WAIVE OR LIMIT EXECUTIVE'S RIGHT TO RECEIVE A MONETARY AWARD FOR INFORMATION PROVIDED TO THE SEC AS AN SEC WHISTLEBLOWER OR TO RECEIVE A MONETARY AWARD FROM ANY OTHER FEDERAL OR STATE AGENCY PURSUANT TO A SIMILAR WHISTLEBLOWER PROGRAM.

8. VACATIONS; LEAVE

1. The Employee shall be entitled to an aggregate of five (5) weeks vacation time annually during the Term, the time and duration thereof to be determined by mutual agreement between the Employee and the Board. Any vacation time not used by the end of the Term shall be forfeited without compensation. In addition, the Employee shall not be entitled to carry over or use any vacation time that is unused as of the end of the Term. Further, the Employee shall be entitled to the number of sick, personal, family and other days off during the Term as set forth in KICO's employee handbook.

9. PARTICIPATION IN EMPLOYEE BENEFIT PLANS; RESTRICTED STOCK GRANTS

1. The Employee shall be accorded the right to participate in and receive benefits under and in accordance with the provisions of any insurance, medical and dental insurance or reimbursement (with family coverage) or other plan or program of the Company or KICO (other than a pension or profit sharing plan or program), either in

existence as of the Effective Date or thereafter adopted for the benefit generally of its executive employees. Additionally, in the event of termination of the Employee's employment by the Company without Cause, or by the Employee for Good Reason, the Company or KICO shall continue to provide to the Employee health, dental, and vision insurance coverage at no cost to the Employee (with family coverage) until (a) the end of the Severance Period (as hereinafter defined) or (b) such time as the Employee becomes eligible for similar coverage through a successor employer, whichever is sooner.

2. In the event the Company elects to discontinue any term life insurance policy purchased by it during the Term with respect to the Employee, prior to any such discontinuance and/or in the event the Employee's employment with the Company ceases for any reason, the Employee shall be offered the opportunity to have such policy transferred to her without cost, it being understood that the Employee shall be responsible for the payment of any and all premiums thereafter due.

3. For each calendar year of the Term, the Employee will be eligible to participate in the Kingstone Companies, Inc. 2024 Equity Participation Plan (or similar equity incentive plan), if adopted by the Board and approved by the Company's stockholders (the "Equity Plan"), on such basis as is determined in the discretion of the Board or an authorized committee thereof in accordance with the terms of the Equity Plan. Without limiting the generality of the foregoing, for each calendar year of the Term, subject to any contractual restrictions to which the Company may be bound, the Employee will be entitled to a grant on the first business day of such calendar year of 40,000 shares of Common Stock pursuant to Section 16 of the Equity Plan (subject to adjustment for stock splits, reverse stock splits and the like), vesting as follows, based on continuous service with the Company as an employee, director or consultant through the applicable vesting date:

Grant for Calendar 2025	1/2 on first anniversary of grant date 1/2 on December 31, 2026
Grant for Calendar 2026	100% on December 31, 2026

Notwithstanding the foregoing, (a) the grants will vest earlier than the dates specified in the chart above to the extent provided for in the Equity Plan, (b) the Employee shall not be entitled to a grant of shares of Common Stock hereunder if, prior to the grant date, a Change of Control (as hereinafter defined) shall have occurred and (c) in the event the Employee is not entitled to receive a grant of shares of Common Stock pursuant to this Section 9.3 pursuant to the provisions hereof, including clause (b) above, then the Employee shall be entitled to receive in lieu of such grant a lump sum cash bonus in the amount of \$136,500.

10. SERVICE AS OFFICER AND DIRECTOR

1. During the Term, the Employee shall, if elected or appointed, serve as (a) an officer of the Company and/or any subsidiaries of the Company in existence or hereafter created or acquired and (b) a director of the Company and/or any such subsidiaries of the Company in existence or hereafter created or acquired, in each case without any additional compensation for such services. During the Term, the Company shall maintain in effect a directors and officers liability insurance policy of not less than \$10 million in coverage limits, and the Company will include the Employee therein as a named insured.

11. EARLIER TERMINATION

1. The Employee's employment hereunder (a) shall automatically terminate upon her death, (b) may terminate at any time during the Term at the option of the Company upon written notice to the Employee for Cause or without Cause, (c) may terminate at any time during the Term at the option of the Employee upon written notice to the Company for Good Reason or without Good Reason and (d) may terminate at the option of the Company in the event the Employee becomes Disabled, as provided for in Article 6.

2. As used in this Agreement, "Cause" shall mean (a) the Employee's conviction by a court of competent jurisdiction of the commission of any act in the performance of her duties constituting common law fraud or a felony, (b) the Employee's commission of any act involving moral turpitude which the Company's Board of Directors reasonably believes may have a material adverse effect on the Company and its subsidiaries taken as a whole ("Material Adverse Effect"), (c) any misrepresentation by the Employee (including, without limitation, a breach of any representation set forth in Section 13.1 hereof) which the Company's Board of Directors reasonably believes may have a Material Adverse Effect, (d) any breach of any material covenant on the Employee's part herein set forth (which breach, if curable, is not cured by the Employee within thirty (30) days of the Employee's receipt of written notice thereof from the Company), or (e) the Employee's engagement in gross negligence or willful misconduct which the Company's Board of Directors reasonably believes may have a Material Adverse Effect. The parties agree that the term "Material Adverse Effect" includes the loss or suspension of any license for the Company or KICO to operate or any disqualification or suspension for the Employee to serve as an officer or director thereof under applicable law. No act or failure to act by the Executive shall be considered "Cause" if the Executive's act or failure to act was based on authority or express direction given by the Board or the advice of counsel for the Company.

3. As used in this Agreement, "Good Reason" shall mean (a) any breach of any material obligation on the Company's part (which breach, if curable, is not cured by the Company within thirty (30) days of the Company's receipt of written notice thereof from the Employee), (b) a material diminution in the Employee's duties and responsibilities (other than following an event constituting Cause) in her capacity as Chief Executive Officer and President of the Company, (c) a change in the Employee's

current reporting structure (other than following an event constituting Cause), or (d) a decrease in the compensation payable to the Employee from the compensation payable pursuant to this Agreement.

4. In the event of the termination of the Employee's employment by the Company for Cause or by the Employee without Good Reason, the Company shall have no further obligations to the Employee, and the Employee shall be entitled to no further compensation from the Company, except (a) for any pro-rata amounts due to the Employee at such date of termination, as provided for in Section 4.2 hereof, and (b) in the case of a termination of employment by the Employee without Good Reason, for any Bonus amount for the completed calendar year immediately preceding the date of termination, as provided for in Section 4.3 hereof. As an illustration of the foregoing, in the event of a termination of employment by the Employee without Good Reason on March 1, the Employee would be entitled to receive the amount payable to her pursuant to Section 4.2 hereof to March 1 and the amount, if any, payable to her pursuant to Section 4.3 hereof for the immediately preceding calendar year ended December 31. In the event of the termination of the Employee's employment by the Company for Cause or by the Employee without Good Reason, the amount to be paid to the Employee pursuant to this Section 11.4 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise.

5. In the event of the termination of the Employee's employment during the Term by the Company without Cause or by the Employee for Good Reason, as liquidated damages, the Employee shall be entitled to receive the compensation to which she would have been entitled pursuant to Section 4.2 until (a) the Expiration Date or (b) twelve (12) months from the Cessation Date, whichever is later (the "Severance Period"). The compensation payable pursuant to this Section 11.5 shall be payable to the Employee in accordance with the Company's standard payroll practices as if her employment had continued. The amount to be paid to the Employee pursuant to this Section 11.5 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise other than as provided for in the stock grant agreements entered into as contemplated by Section 9.3.

6. In order to protect the Employee against the possible consequences and uncertainties of a Change of Control of the Company and thereby induce the Employee to remain in the employ of the Company, the Company agrees that:

a. If, during the Term or thereafter, the Employee's employment is terminated by the Company other than for Cause or by the Employee for Good Reason within eighteen (18) months subsequent to a Change of Control that occurs during the Term, the Company shall pay to the Employee an amount in cash equal to the sum of (i) one and one-half (1.5) times the Base Salary (as reduced pursuant to Section 4.2) and (ii) the Bonus through the Termination Date, calculated pursuant to Section 4.3(c) (the

“Change of Control Payment”). The Change of Control Payment shall be payable in one lump sum payment within ten (10) days following the date of termination of employment, except that the Bonus through the Termination Date shall be payable as provided for in Section 4.3(d). In addition, in such event, the Company shall continue to pay for the Employee's health insurance premiums, including family coverage, until the later of (i) the Expiration Date or (ii) twelve (12) months from the Cessation Date. The Change of Control Payment shall be in lieu of the amount payable to the Employee pursuant to Section 11.5 hereof. The amount to be paid to the Employee pursuant to this Section 11.6 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise other than as provided for in any stock grant agreements entered into as contemplated by Section 9.3.

b. As used in this Section 11.6, a “Change of Control” shall be deemed to have occurred if:

(i) any “person” or “group of persons” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”) (other than the Employee or any “group of persons” that includes the Employee), becomes the “beneficial owner” (as defined in Rule 13d-3 promulgated under the 1934 Act), directly or indirectly, of securities of the Company representing more than twenty-five percent (25%) of the Company's then outstanding securities having the right to vote on the election of directors (“Voting Securities”), except that there shall be excluded from the calculation any Voting Securities acquired from the Company with respect to which the Employee gave her approval as a member of the Board;

(ii) when individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the Company consummates (A) a reorganization, merger or consolidation of the Company, with respect to which in each case all or substantially all of the Persons who were the beneficial owners of the Voting Securities of the Company immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly and indirectly, more than 50% of the then combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation or other Person

resulting from such reorganization, merger of consolidation, or (B) the sale or other disposition of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, no transaction or event shall constitute a Change of Control hereunder unless such transaction or event also constitutes a change in ownership or effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v) or (vi)(A)(2).

7. In the event of the death of the Employee during the Term, as liquidated damages, the Employee's estate (the "Estate") shall be entitled to receive (a) the Base Salary to which the Employee is entitled until the date of death of the Employee pursuant to Section 4.2; and (b) the Bonus compensation to which the Employee is entitled through the date of death (i.e., the Termination Date shall be considered the date of death). The amount to be paid to the Estate pursuant to this Section 11.7 shall constitute the sole and exclusive remedy of the Estate and any beneficiaries thereof, and neither the Estate nor any beneficiaries thereof shall be entitled to any other or further compensation, rights or benefits hereunder or otherwise, including pursuant to this Article 11 other than as provided for in any stock grant agreements entered into as contemplated by Section 9.3.

8. The termination or expiration of this Agreement shall not affect the continuing operation and effect of Article 7 hereof, which shall continue in full force and effect according to its terms. In addition, the termination or expiration of this Agreement will not result in a termination or waiver of any rights and remedies that the Company may have under this Agreement and applicable law.

12. **INJUNCTIVE RELIEF; REMEDIES**

1. The Employee acknowledges and agrees that, in the event she shall violate or threaten to violate any of the restrictions of Article 3 or 7 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving monetary damages.

2. The Employee agrees further that the Company shall have the following additional rights and remedies:

(i) the right and remedy to require the Employee to account for and pay over to the Company all monies and other consideration derived or received by her as the result of any transactions determined by an arbitrator or a court of competent jurisdiction to be a breach of any of the provisions of Section 7.1, and the Employee hereby agrees to account for and pay over such monies and other consideration to the Company; and

(ii) the right to recover attorneys' fees incurred in any action or proceeding in which it seeks to enforce its rights under Article 7 hereof and is successful

on any grounds; provided, however, that, in the event the Employee is the prevailing party in any such action or proceeding, the Company will pay to the Employee all reasonable attorneys' fees and costs incurred by the Employee in defending such action or proceeding.

3. Each of the rights and remedies enumerated above shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

13. NO RESTRICTIONS

1. The Employee hereby represents that neither the execution of this Agreement nor her performance hereunder will (a) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the terms, conditions or provisions of any contract, agreement or other instrument or obligation to which the Employee is a party, or by which she may be bound, or (b) violate any order, judgment, writ, injunction or decree applicable to the Employee. In the event of a breach hereof, in addition to the Company's right to terminate this Agreement, the Employee shall indemnify the Company and hold it harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered in connection with or as a result of the Company's entering into this Agreement or employing the Employee hereunder.

14. ARBITRATION

1. Except with regard to Section 12.1 hereof and any other matters that are not a proper subject of arbitration, all disputes between the parties hereto concerning the performance, breach, construction or interpretation of this Agreement or any portion thereof, or in any manner arising out of this Agreement or the performance thereof, shall be submitted to binding arbitration, in accordance with the rules of the American Arbitration Association. The arbitration proceeding shall take place at a mutually agreeable location in Nassau County, New York or such other location as agreed to by the parties.

2. The award rendered by the arbitrator shall be final, binding and conclusive, shall be specifically enforceable, and judgment may be entered upon it in accordance with applicable law in an appropriate court in the State of New York, with no right of appeal therefrom.

3. Each party shall pay its or her own expenses of arbitration, and the expenses of the arbitrator and the arbitration proceeding shall be borne by the Company; provided, however, that, if, in the opinion of the arbitrator (or a majority of the arbitrators

if more than one), any claim or defense was unreasonable, the arbitrator(s) may assess, as part of their award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding against the party raising such unreasonable claim or defense; provided, further, that, if the arbitration proceeding relates to the issue of Cause for termination of employment, (a) if, in the opinion of the arbitrator (or a majority of the arbitrators if more than one), Cause existed, the arbitrator(s) shall assess, as part of their award, all of the arbitration expenses of the Company (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding against the Employee or (b) if, in the opinion of the arbitrator (or a majority of the arbitrators if more than one), Cause did not exist, the arbitrator(s) shall assess, as part of their award, all of the arbitration expenses of the Employee (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding (as provided for hereinabove) against the Company.

15. CODE SECTIONS 409A, 280G AND 4999.

1. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (together with the regulations and guidance promulgated thereunder, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the parties hereto of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Employee by Code Section 409A as a result of the Company's compliance with the terms of this Agreement.

2. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits constituting deferred compensation under Code Section 409A upon or following a termination of employment unless such termination of employment is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a termination of employment or like terms shall mean "separation from service." If the Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Employee, and (ii) the date of the Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all

payments and benefits delayed pursuant to this Section 15.2 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified herein.

3. All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee (provided that if any such reimbursements constitute taxable income to the Employee, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

4. For purposes of Code Section 409A, the Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

5. In no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be offset by any other payment pursuant to this Agreement or otherwise.

6. Notwithstanding any other provisions of this Agreement to the contrary, in the event that any payments or benefits received or to be received by the Employee in connection with the Employee's employment with the Company (or termination thereof) would subject the Employee to the excise tax imposed under Section 280G or 4999 of the Code (the "Excise Tax"), and, if the net-after tax amount (taking into account all applicable taxes payable by the Employee, including any Excise Tax) that the Employee would receive with respect to such payments or benefits does not exceed the net-after tax amount the Employee would receive if the amount of such payment and benefits were reduced to the maximum amount which could otherwise be payable to the Employee without the imposition of the Excise Tax, then, to the extent necessary to eliminate the imposition of the Excise Tax, (i) such cash payments and benefits shall first be reduced (if necessary, to zero) and (ii) all other non-cash payments and benefits shall next be reduced. The determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise is required pursuant to the preceding sentence will be made at the expense of the Company by independent accountants or benefits consultants selected by the Company, and the Employee shall have the right to review such determination.

16. ASSIGNMENT

1. This Agreement, as it relates to the employment of the Employee, is a personal contract and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated.

17. NOTICES

1. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or courier, e-mail, or fax as follows:

If to the Employee:

2 Buritts Landing North
Westport, Connecticut 06880
merylsgolden@gmail.com

with a copy to:

Madsen Prestley & Parenteau
402 Asylum Street
Hartford, Connecticut 06103
Attention: Peter Prestley, Esq.
Pbprestley@mppjustice.com

If to the Company:

c/o William Yankus
Chairman, Compensation and Finance Committee
10 Pheasant Hill Road
Farmington, Connecticut 06032
wyankus@comcast.net

with a copy to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
fskolnik@certilmanbalin.com
Fax Number: (516) 296-7111

or at such other address as any party shall designate by notice to the other party given in accordance with this Section 17.1.

18. GOVERNING LAW

1. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in New York without regard to conflicts of laws principles.

19. WAIVER OF BREACH; PARTIAL INVALIDITY

1. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction or arbitrators, as the case may be, are authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

20. ENTIRE AGREEMENT; AMENDMENT

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof. This Agreement may be amended, and any provision hereof waived, only by a writing executed by the party sought to be charged. No amendment or waiver on the part of the Company shall be valid unless approved by its Board.

21. COUNTERPARTS

1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

22. FACSIMILE AND EMAIL SIGNATURES

1. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures.

23. EXPENSES

1. The Company agreed to pay the reasonable fees and expenses of legal counsel incurred by the Employee in connection with the drafting and negotiation of the Employment Agreement; provided, however, that the amount payable pursuant to this Section 23.1 shall not exceed \$5,000.

2. In addition to the right to indemnification conferred in Article Thirteenth of the Restated Certificate of Incorporation of the Company, as amended (the "Certificate of Incorporation"), and Article VII, Section 7 of the By-Laws of the Company, as amended (the "By-Laws"), the Employee shall have the right to have her expenses (including reasonable attorneys' fees) incurred in defending any action or proceeding as to which the Employee is entitled to be indemnified in advance of its final disposition advanced and paid promptly as set forth below upon incurring such expenses; provided, however, that an advancement of expenses incurred by the Employee shall be made only upon delivery to the Company of an undertaking by the Employee to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the Employee is not entitled to be indemnified for such expenses under the Certificate of Incorporation or the By-Laws. The Company shall make advance payments of such expenses (including reasonable attorneys' fees) incurred within thirty (30) days of the Employee's presentation of an invoice for such expenses.

24. CONSTRUCTION

1. All references in this Agreement to "includes" and "including" shall be construed to include the words "without limitation."

25. REPRESENTATION BY COUNSEL; INTERPRETATION

1. The Employee acknowledges that she has been represented by counsel in connection with this Agreement. Accordingly, any rule of law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the Employee. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

26. HEADINGS

1. The headings and captions under articles and sections of this Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

KINGSTONE COMPANIES, INC.

By: _____
Barry B. Goldstein
Chairman of the Board

Meryl S. Golden

Approved:

William Yankus
Chair, Compensation and Finance Committee

STOCK GRANT AGREEMENT made as of the 25th day of August, 2025 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **RANDY L. PATTEN** (the “Grantee”).

WHEREAS, the Grantee is an employee of the Company or a subsidiary thereof;

WHEREAS, the Compensation Committee of the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of forty-three thousand two hundred ninety (43,290) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Dates (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on the Vesting Dates set forth below, provided that the Grantee continues to serve as an employee of the Company or a subsidiary thereof as of the applicable Vesting Date (subject to the provisions of the Plan):

- (i) ten thousand eight hundred twenty-three (10,823) of the Shares on August 25, 2026 (the “First Vesting Date”);
- (ii) ten thousand eight hundred twenty-two (10,822) of the Shares on August 25, 2027 (the “Second Vesting Date”); and
- (iii) twenty-one thousand six hundred forty-five (21,645) of the Shares on August 25, 2028 (the “Third Vesting Date”); each of the First Vesting Date, the Second Vesting Date and the Third Vesting Date is referred to hereinafter as a “Vesting Date”).

(b) In the event that Shares vest on a Vesting Date, the certificate representing the portion of the Shares then vested shall be issued by the Company (or an appropriate book entry with regard to such Shares shall be made in the Company transfer agent’s records) as soon as reasonably practicable thereafter. Subject to the provisions of the Plan, in the event that the Grantee does not continue to serve as an employee of the Company or a subsidiary thereof as of a Vesting Date for any reason, the Grantee shall not be entitled to receive any of the Shares issuable on such Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to a particular Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: President and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.

6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.

9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl Golden, President

Signature of Grantee

Randy L. Patten
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 2nd day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **FLOYD R. TUPPER** (the “Grantee”).

WHEREAS, the Grantee is a non-employee member of the Board of Directors of the Company;

WHEREAS, the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of three thousand one hundred forty-nine (3,149) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on January 2, 2027 (the “Vesting Date”) provided that the Grantee continues to serve as a member of the Board of Directors of the Company (the “Board”) through the Vesting Date, subject to the provisions of the Plan. Notwithstanding the foregoing, in the event that the Grantee resigns or is removed without cause from the Board prior to the Vesting Date or is not re-elected as a director at the Company’s next annual meeting of stockholders, then, the Shares shall thereupon vest on a pro rata basis based on the number of days between the date hereof and the date of resignation or removal or the date of the annual meeting of stockholders, as the case may be, in relation to three hundred sixty-five (365); provided, however, that the foregoing shall not be deemed to limit the Grantee’s right to receive all of the Shares in the event of the death or Permanent Disability of the Grantee or a Change of Control prior to the Vesting Date, as provided for in the Plan.

(b) In the event that the Shares vest on the Vesting Date (or earlier as provided for in Section 3(a)), the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter. In the event that the Grantee does not continue to serve as a member of the Board through the Vesting Date, then, except as set forth in the Plan or as provided for in Section 3(a), the Grantee shall not be entitled to receive the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.
5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: CEO and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.
6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.
8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.
9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.
10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.
11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl S. Golden
Chief Executive Officer

Signature of Grantee

Floyd R. Tupper
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 2nd day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **WILLIAM L. YANKUS** (the “Grantee”).

WHEREAS, the Grantee is a non-employee member of the Board of Directors of the Company;

WHEREAS, the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of three thousand one hundred forty-nine (3,149) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on January 2, 2027 (the “Vesting Date”) provided that the Grantee continues to serve as a member of the Board of Directors of the Company (the “Board”) through the Vesting Date, subject to the provisions of the Plan. Notwithstanding the foregoing, in the event that the Grantee resigns or is removed without cause from the Board prior to the Vesting Date or is not re-elected as a director at the Company’s next annual meeting of stockholders, then, the Shares shall thereupon vest on a pro rata basis based on the number of days between the date hereof and the date of resignation or removal or the date of the annual meeting of stockholders, as the case may be, in relation to three hundred sixty-five (365); provided, however, that the foregoing shall not be deemed to limit the Grantee’s right to receive all of the Shares in the event of the death or Permanent Disability of the Grantee or a Change of Control prior to the Vesting Date, as provided for in the Plan.

(b) In the event that the Shares vest on the Vesting Date (or earlier as provided for in Section 3(a)), the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter. In the event that the Grantee does not continue to serve as a member of the Board through the Vesting Date, then, except as set forth in the Plan or as provided for in Section 3(a), the Grantee shall not be entitled to receive the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: CEO and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.

6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.

9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl S. Golden
Chief Executive Officer

Signature of Grantee

William L. Yankus
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 2nd day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **THOMAS NEWGARDEN** (the “Grantee”).

WHEREAS, the Grantee is a non-employee member of the Board of Directors of the Company;

WHEREAS, the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of three thousand one hundred forty-nine (3,149) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on January 2, 2027 (the “Vesting Date”) provided that the Grantee continues to serve as a member of the Board of Directors of the Company (the “Board”) through the Vesting Date, subject to the provisions of the Plan. Notwithstanding the foregoing, in the event that the Grantee resigns or is removed without cause from the Board prior to the Vesting Date or is not re-elected as a director at the Company’s next annual meeting of stockholders, then, the Shares shall thereupon vest on a pro rata basis based on the number of days between the date hereof and the date of resignation or removal or the date of the annual meeting of stockholders, as the case may be, in relation to three hundred sixty-five (365); provided, however, that the foregoing shall not be deemed to limit the Grantee’s right to receive all of the Shares in the event of the death or Permanent Disability of the Grantee or a Change of Control prior to the Vesting Date, as provided for in the Plan.

(b) In the event that the Shares vest on the Vesting Date (or earlier as provided for in Section 3(a)), the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter. In the event that the Grantee does not continue to serve as a member of the Board through the Vesting Date, then, except as set forth in the Plan or as provided for in Section 3(a), the Grantee shall not be entitled to receive the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.
5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: CEO and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.
6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.
8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.
9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.
10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.
11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl S. Golden
Chief Executive Officer

Signature of Grantee

Thomas Newgarden
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 2nd day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **MANMOHAN SINGH** (the “Grantee”).

WHEREAS, the Grantee is a non-employee member of the Board of Directors of the Company;

WHEREAS, the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of seven thousand eleven (7,011) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on January 2, 2027 (the “Vesting Date”) provided that the Grantee continues to serve as a member of the Board of Directors of the Company (the “Board”) through the Vesting Date, subject to the provisions of the Plan. Notwithstanding the foregoing, in the event that the Grantee resigns or is removed without cause from the Board prior to the Vesting Date or is not re-elected as a director at the Company’s next annual meeting of stockholders, then, the Shares shall thereupon vest on a pro rata basis based on the number of days between the date hereof and the date of resignation or removal or the date of the annual meeting of stockholders, as the case may be, in relation to three hundred sixty-five (365); provided, however, that the foregoing shall not be deemed to limit the Grantee’s right to receive all of the Shares in the event of the death or Permanent Disability of the Grantee or a Change of Control prior to the Vesting Date, as provided for in the Plan.

(b) In the event that the Shares vest on the Vesting Date (or earlier as provided for in Section 3(a)), the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter. In the event that the Grantee does not continue to serve as a member of the Board through the Vesting Date, then, except as set forth in the Plan or as provided for in Section 3(a), the Grantee shall not be entitled to receive the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.
5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: CEO and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.
6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.
8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.
9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.
10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.
11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl S. Golden
Chief Executive Officer

Signature of Grantee

Manmohan Singh
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 2nd day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **PRANAV PASRICHA** (the “Grantee”).

WHEREAS, the Grantee is a non-employee member of the Board of Directors of the Company;

WHEREAS, the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of seven thousand eleven (7,011) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on January 2, 2027 (the “Vesting Date”) provided that the Grantee continues to serve as a member of the Board of Directors of the Company (the “Board”) through the Vesting Date, subject to the provisions of the Plan. Notwithstanding the foregoing, in the event that the Grantee resigns or is removed without cause from the Board prior to the Vesting Date or is not re-elected as a director at the Company’s next annual meeting of stockholders, then, the Shares shall thereupon vest on a pro rata basis based on the number of days between the date hereof and the date of resignation or removal or the date of the annual meeting of stockholders, as the case may be, in relation to three hundred sixty-five (365); provided, however, that the foregoing shall not be deemed to limit the Grantee’s right to receive all of the Shares in the event of the death or Permanent Disability of the Grantee or a Change of Control prior to the Vesting Date, as provided for in the Plan.

(b) In the event that the Shares vest on the Vesting Date (or earlier as provided for in Section 3(a)), the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter. In the event that the Grantee does not continue to serve as a member of the Board through the Vesting Date, then, except as set forth in the Plan or as provided for in Section 3(a), the Grantee shall not be entitled to receive the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.
5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: CEO and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.
6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.
8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.
9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.
10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.
11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl S. Golden
Chief Executive Officer

Signature of Grantee

Pranav Pasricha
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 9th day of January, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **MERYL S. GOLDEN** (the “Grantee”).

WHEREAS, the Grantee is an employee of the Company or a subsidiary thereof;

WHEREAS, the Company and the Grantee are parties to a Third Amended and Restated Employment Agreement dated as of April 15, 2024 (the “Employment Agreement”);

WHEREAS, pursuant to the Employment Agreement, the Compensation and Finance Committee of the Board of Directors of the Company approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan, as amended (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan or the Employment Agreement.
2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of forty thousand (40,000) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Date (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.
3. **VESTING OF SHARES.** (a) The Shares shall vest on January 9, 2027 (the “Vesting Date”), provided that the Grantee continues to serve as an employee of the Company or a subsidiary thereof as of the Vesting Date (or sooner as provided for in paragraph (c) hereof), subject to the provisions of the Plan.
 - (b) Subject to the provisions of the Plan, in the event that the Grantee does not continue to serve as an employee of the Company or a subsidiary thereof as of the Vesting Date as a result of the termination of the Grantee’s employment for Cause or the Grantee’s resignation (other than for Good Reason), the Grantee shall not be entitled to receive any of the Shares issuable on the Vesting Date, and this Agreement shall terminate and be of no further force or effect.
 - (c) In the event that, prior to the Vesting Date (i) the Grantee’s employment with the Company is terminated other than for Cause or (ii) the Grantee resigns her employment with the Company for Good Reason, the Shares that were scheduled to vest on Vesting Date shall instead vest on the date of termination of employment or the date of resignation of employment, as the case may be (the “Termination Date”).

(d) In the event that the Shares vest on the Vesting Date or the Termination Date, as the case may be, the certificate representing the Shares shall be issued by the Company as soon as reasonably practicable thereafter.

(e) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to the Vesting Date or the Termination Date, as the case may be.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: Chief Financial Officer and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.

6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.

9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Randy Patten
Chief Financial Officer

Signature of Grantee

Meryl S. Golden
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 3rd day of March, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **SARAH CHEN** (the “Grantee”).

WHEREAS, the Grantee is an employee of the Company or a subsidiary thereof;

WHEREAS, the Compensation Committee of the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of eight thousand six hundred twenty-four (8,624) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Dates (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on the Vesting Dates set forth below, provided that the Grantee continues to serve as an employee of the Company or a subsidiary thereof as of the applicable Vesting Date (subject to the provisions of the Plan):

- (i) Two thousand eight hundred seventy-five (2,875) of the Shares on the date of grant (the “First Vesting Date”);
- (ii) Two thousand eight hundred seventy-five (2,875) of the Shares on March 3, 2027 (the “Second Vesting Date”); and
- (iii) Two thousand eight hundred seventy-four (2,874) of the Shares on March 3, 2028 (the “Third Vesting Date”); each of the First Vesting Date, the Second Vesting Date and the Third Vesting Date is referred to hereinafter as a “Vesting Date”).

(b) In the event that Shares vest on a Vesting Date, the certificate representing the portion of the Shares then vested shall be issued by the Company as soon as reasonably practicable thereafter. Subject to the provisions of the Plan, in the event that the Grantee does not continue to serve as an employee of the Company or a subsidiary thereof as of a Vesting Date for any reason, the Grantee shall not be entitled to receive any of the Shares issuable on such Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to a particular Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: President and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.

6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.

9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

KINGSTONE COMPANIES, INC.

By: _____
Meryl Golden, President

Signature of Grantee

Sarah Chen
Name of Grantee

Address of Grantee

STOCK GRANT AGREEMENT made as of the 3rd day of March, 2026 between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **RANDY L. PATTEN** (the “Grantee”).

WHEREAS, the Grantee is an employee of the Company or a subsidiary thereof;

WHEREAS, the Compensation Committee of the Board of Directors of the Company has approved the grant to the Grantee of common stock of the Company (“Common Stock”) pursuant to the Company’s 2024 Equity Participation Plan (the “Plan”).

NOW, THEREFORE, in consideration of the foregoing, the Company hereby grants to the Grantee an award of shares of Common Stock upon the following terms and conditions:

1. **DEFINED TERMS.** All terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Plan.

2. **GRANT.** Subject to the terms and conditions of the Plan and the provisions hereof, the Company hereby agrees to grant to the Grantee, pursuant to Section 14 of the Plan, an award of three thousand one hundred twenty-six (3,126) shares of Common Stock (the “Shares”), such Shares being issuable on the Vesting Dates (as hereinafter defined) set forth in, and subject to the provisions of, Section 3 hereof.

3. **VESTING OF SHARES.** (a) The Shares shall vest on the Vesting Dates set forth below, provided that the Grantee continues to serve as an employee of the Company or a subsidiary thereof as of the applicable Vesting Date (subject to the provisions of the Plan):

- (i) one thousand forty-two (1,042) of the Shares on the date of grant (the “First Vesting Date”);
- (ii) one thousand forty-two (1,042) of the Shares on March 3, 2027 (the “Second Vesting Date”); and
- (iii) one thousand forty-two (1,042) of the Shares on March 3, 2028 (the “Third Vesting Date”); each of the First Vesting Date, the Second Vesting Date and the Third Vesting Date is referred to hereinafter as a “Vesting Date”).

(b) In the event that Shares vest on a Vesting Date, the certificate representing the portion of the Shares then vested shall be issued by the Company (or an appropriate book entry with regard to such Shares shall be made in the Company transfer agent’s records) as soon as reasonably practicable thereafter. Subject to the provisions of the Plan, in the event that the Grantee does not continue to serve as an employee of the Company or a subsidiary thereof as of a Vesting Date for any reason, the Grantee shall not be entitled to receive any of the Shares issuable on such Vesting Date, and this Agreement shall terminate and be of no further force or effect.

(c) The number of Shares issuable to the Grantee is subject to adjustment for any stock splits, reverse stock splits and other recapitalizations that take effect prior to a particular Vesting Date.

4. **INCORPORATION BY REFERENCE.** The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

5. **NOTICES.** Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 120 Wood Road, Kingston, New York 12401, Attention: President and to the Grantee at the address indicated below, or, in each case, at such other address notice of which is given in accordance with the foregoing provisions. Notices shall be deemed to have been given on the date of hand delivery or mailing as provided for above, except notices of change of address, which shall be deemed to have been given when received.

6. **BINDING EFFECT.** This Stock Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT.** This Stock Grant Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

8. **GOVERNING LAW.** This Stock Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law rules thereof.

9. **EXECUTION IN COUNTERPARTS.** This Stock Grant Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

10. **FACSIMILE SIGNATURES.** Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

11. **INTERPRETATION; HEADINGS.** The provisions of this Stock Grant Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Grant Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Grant Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Stock Grant Agreement as of the day and year first above written.

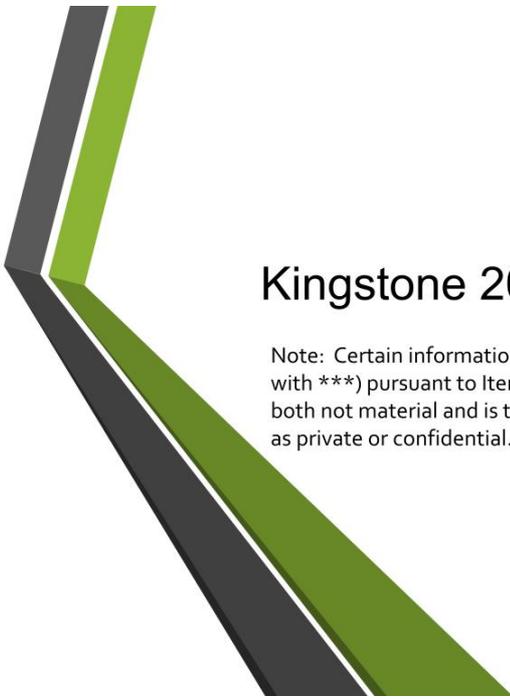
KINGSTONE COMPANIES, INC.

By: _____
Meryl Golden, President

Signature of Grantee

Randy L. Patten
Name of Grantee

Address of Grantee



Kingstone 2026 Bonus Structure

Note: Certain information in this exhibit has been redacted as indicated with ***) pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both not material and is the type of information that the registrant treats as private or confidential.



2026 Bonus Matrix

- 2026 plan is based on profitability and premium growth
- Each employee gets their salary (prorated if they were not employed on 1/1) X their bonus target X the bonus factor
- The SLT and selected key employees also get a restricted stock award, which could be replaced with cash at company discretion
- If plan is achieved, the pool is estimated to be \$XK^{***}. If maximum pool is achieved, the total cost is estimated to be \$XM^{***}



2026 Bonus Matrix

Growth (DWP)***	Net Combined Ratio***				
	More Profit	Plan	Less Profit	Even Less	No Profit
More Growth	1.50	1.15	1.00	0.85	0.00
Plan	1.30	1.00	0.85	0.70	0.00
Less Growth	1.00	0.85	0.70	0.55	0.00

Bonus Formula=Salary X Target X Bonus Matrix Factor



2026 Restricted Stock

SLT & Selected Employees* Only		
>=1.15	1.0-1.15	<1.0
1.00	0.50	0.00

Formula:
Vesting:

Restricted Stock = (SLT Employee Bonus \$ X RS Factor)/Closing Stock Price
Over 3 years, 1/3 upon grant, 1/3 in 2028 and 1/3 in 2029

*For Selected Employees, use 3/4 the factor above
At Company discretion, cash can replace the stock grant

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statements of Kingstone Companies, Inc. on Form S-3 (No. 333-278539) and Form S-8 (No. 333-207986, No. 333-245013, No. 333-258877, No. 333-274008 and No. 333-281544) of our report dated March 18, 2025, with respect to our audit of the consolidated financial statements of Kingstone Companies, Inc. and Subsidiaries as of December 31, 2024 and for the year then ended, which report is included in this Annual Report on Form 10-K of Kingstone Companies, Inc. for the year ended December 31, 2025.

/s/ Marcum LLP

Hartford, CT
March 16, 2026

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-278539) and Form S-8 (No. 333-207986, No. 333-245013, No. 333-258877, No. 333-274008 and No. 333-281544) of our reports dated March 16, 2026, with respect to the consolidated financial statements of Kingstone Companies, Inc. (the "Company") and the effectiveness of internal control over financial reporting of the Company included in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ CBIZ CPAs P.C.

Hartford, CT
March 16, 2026

CERTIFICATION

I, Meryl S. Golden, certify that:

1. I have reviewed this Annual Report on Form 10-K of Kingstone Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2026

/s/ Meryl S. Golden
Meryl S. Golden
Chief Executive Officer

CERTIFICATION

I, Randy Patten, certify that:

1. I have reviewed this Annual Report on Form 10-K of Kingstone Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2026

/s/ Randy Patten
Randy Patten
Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

AND CHIEF FINANCIAL OFFICER

PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned hereby certify, pursuant to, and as required by, 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of Kingstone Companies, Inc. (the "Company") on Form 10-K for the year ended December 31, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 16, 2026

/s/ Meryl S. Golden

Meryl S. Golden
Chief Executive Officer

/s/ Randy Patten

Randy Patten
Chief Financial Officer