

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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AMCOMP INC /FL

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 29, 2008

AmCOMP Incorporated

(Exact name of registrant as specified in its charter)

Delaware	000-51767	65-0636842
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
701 U.S. Highway One, North Palm Beach, Florida		33408
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: (561) 840-7171

N/A

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01.

Entry into a Material Definitive Agreement.

Amendment No. 2 to the Plan and Agreement of Merger

On August 29, 2008, AmCOMP Incorporated (the “Company”) entered into an amendment (the “Amendment”) to the Agreement and Plan of Merger, dated January 10, 2008 and amended on April 28, 2008 (as amended, the “Merger Agreement”), by and among the Company, Employers Holdings, Inc. (“EMPLOYERS”) and Sapphire Acquisition Corp. (“Sapphire”).

The Amendment modifies the Merger Agreement as follows:

- the price per share to be paid by EMPLOYERS to the Company’s stockholders at the closing of the merger (the “Merger”) is reduced to \$12.15 per share in cash;
- subject to the satisfaction or, if permissible, waiver by the party to the Merger Agreement entitled to the benefit thereof, of the conditions set forth in the Merger Agreement, the closing of the Merger is to occur on October 31, 2008;
- permits the Company to comply with the terms of a Consent Order, dated August 29, 2008, among the Office of Insurance Regulation of the State of Florida (the “Florida OIR”), AmCOMP Assurance Corporation and AmCOMP Preferred Insurance Company (the “Consent Order”) relating to the settlement of the Company's excessive profits filings with the Florida OIR; and
- eliminates the requirement that the Company terminate its 401(k) plan effective with the closing of the Merger.

The Amendment also provides that neither the Consent Order nor any provision, requirement, agreement or covenant contained therein will constitute a Burdensome Condition or Company Material Adverse Effect (as such terms are defined in the merger agreement) for any purpose under the Merger Agreement. The parties to the previously disclosed Voting and Support Agreements, dated as of January 10, 2008, have executed letter agreements continuing those agreements with EMPLOYERS.

On August 29, 2008, EMPLOYERS and Sapphire executed a consent order from the Florida OIR approving the acquisition of the Company by EMPLOYERS’ pursuant to the Merger Agreement.

The foregoing summary of the Amendment No. 2 does not purport to be complete and is subject to and qualified in its entirety by reference to the actual text of such agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Florida Office of Insurance Regulation Consent Order

On August 29, 2008, the Company, through its insurance subsidiaries AmCOMP Assurance Corporation and AmCOMP Preferred Insurance Company, and the Florida OIR executed the Consent Order which provided the terms and conditions of a settlement with the Florida OIR.

As previously disclosed, on May 19, 2008 the Company received a Notice of Intent to Issue Order to Return Excess Profit (the "2008 Notice") from the Florida OIR, and subsequent to the 2008 Notice, AmCOMP Assurance Corporation and AmCOMP Preferred Insurance Company, through counsel, filed a Petition For Administrative Hearing Involving Disputed Issues of Fact with the Florida OIR, challenging the 2008 Notice. The settlement resolves all outstanding issues arising from the 2008 Notice as well as the Company's 2008 excessive profits filing for accident years 2004, 2005 and 2006. While the Company did not receive any Notice of Intent to Issue Order to Return Excess Profit relating to its 2008 filing, the Florida OIR notified the Company that it would not consent to the proposed merger with EMPLOYERS without resolution of the Company's 2008 filing. The Consent Order executed in connection with the settlement provides that: (i) for accident years 2002, 2003 and 2004, for which the Company received a Notice of Intent to Issue Order to Return Excess Profit from the Florida OIR on March 19, 2007, the Company has not realized "Florida excessive profits" (as defined in Florida Statute Section 627.215); (ii) for accident years 2003, 2004 and 2005 Florida excessive profits in the amount of approximately \$2.8 million have been realized, and (iii) for accident years 2004, 2005 and 2006 Florida excessive profits of \$5,650,807 have been realized.

Under the terms of the Consent Order, the Company waived all rights to challenge or to contest the aforementioned finding of excessive profits. The Consent Order provides that nothing contained therein shall be deemed to constitute an admission or acknowledgment by the Company, or a finding by the Florida OIR, that the Company has violated the requirements of Florida Statute Section 627.215 or Chapter 624 of the Florida Statutes. The Company intends to provide refunds to effected policyholders within the timeframe provided by law, in accordance with the terms of the Consent Order.

The foregoing summary of the Consent Order does not purport to be complete and is subject to and qualified in its entirety by reference to the actual text of such agreement, a copy of which is will be filed by amendment to this Form 8-K as Exhibit 10.1 and will be incorporated herein by reference.

Item 8.01. Other Events.

The Company issued a press release on August 29, 2008, announcing the Amendment and Consent Order, a copy of which is attached as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
2.1	Amendment No. 2, dated August 29, 2008, to the Agreement and Plan of Merger, dated as of January 10, 2008, as amended on April 28, 2008, by and among AmCOMP Incorporated, Employers Holdings, Inc. and Sapphire Acquisition Corp.

- 10.1 Consent Order, dated August 29, 2008, by and among AmCOMP Assurance Corporation, AmCOMP Preferred Insurance Company and the Florida Office of Insurance Regulation. (To be filed by amendment)
- 99.1 Press Release issued August 29, 2008.
-

SIGNATURES

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

AmCOMP INCORPORATED

Dated: August 29, 2008

By: /s/ Kumar Gursahaney

Name: Kumar Gursahaney

Title: Senior Vice President and Chief Financial Officer

**AMENDMENT NO. 2
TO THE
AGREEMENT AND PLAN OF MERGER**

AMENDMENT NO. 2 (this “**Amendment**”), dated August 29, 2008, to the Agreement and Plan of Merger, dated as of January 10, 2008, as amended on April 28, 2008 (the “**Merger Agreement**”), by and among AmCOMP Incorporated, a Delaware corporation (the “**Company**”), Employers Holdings, Inc., a Nevada corporation (“**Parent**”), and Sapphire Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Parent (“**Merger Sub**”). Parent, Merger Sub and the Company are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Section 7.4 of the Merger Agreement provides for the amendment of the Merger Agreement in accordance with the terms set forth therein;

WHEREAS, the Parties desire to amend the Merger Agreement as set forth below; and

WHEREAS, the Board of Directors of the Company has (i) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Amendment, (ii) approved the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby, and (iii) resolved to recommend the approval and adoption of the Merger Agreement, as amended by this Amendment, by the stockholders of the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

Section 2. Deletion of Reference to Company 401(k) Plan. The reference to the term “Company 401(k) Plan” contained in the Index is deleted in its entirety.

Section 3. Amendment to Section 1.2(a). Section 1.2(a) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

“(a) Subject to the satisfaction or, if permissible, waiver by the Party entitled to the benefit thereof, of the conditions set forth in Article VI hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing), the closing of the Merger (the “**Closing**”) shall take place at the offices of Olshan Grundman Frome Rosenzweig & Wolosky LLP, Park Avenue Tower, 65 East 55th Street, New York, New York 10022, at 10:00 a.m. local time on October 31, 2008, unless another time, date or place is agreed upon in writing by the Parties hereto. The date on which the Closing occurs is herein referred to as the “**Closing Date**.””

Section 4. Amendment to Section 1.3. Section 1.3 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

“1.3 Conversion of Securities.

At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Merger Sub or the holders of any securities of Merger Sub or the Company:

(a) Each Share that is owned by Parent, Merger Sub or any direct or indirect wholly owned subsidiary of Parent, or that is owned by the Company as treasury stock, in each case immediately before the Effective Time, shall automatically be canceled and retired and shall cease to exist, and no consideration or payment shall be delivered in exchange therefor.

(b) Each Share issued and outstanding immediately prior to the Effective Time (other than Shares to be canceled in accordance with Section 1.3(a) hereof and Dissenting Shares (as defined in Section 1.6)) shall automatically be converted into the right to receive \$12.15 in cash (the “**Merger Consideration**”), payable, without interest, to the holder of such Share upon surrender, in the manner provided in Section 1.4 hereof, of the certificate that formerly evidenced such Share. All such Shares shall, by virtue of the Merger and without any action on the part of the holders thereof, be automatically cancelled and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration, without interest thereon, upon the surrender of such certificate in accordance with Section 1.4 hereof.

(c) Each issued and outstanding share of common stock, par value \$0.01 per share, of Merger Sub shall be converted into one validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation, and all such shares shall constitute the only outstanding shares of capital stock of the Surviving Corporation following the Effective Time. From and after the Effective Time, any certificate representing the common stock of Merger Sub shall be deemed for all purposes to represent that number of shares of common stock of the Surviving Corporation into which such shares of common stock of Merger Sub represented thereby were converted in accordance with the immediately preceding sentence.”

Section 5. Amendment to Section 4.1(b)(M). Section 4.1(b)(M) of the Merger Agreement is hereby deleted and replaced with the following:

“other than in connection with (i) the adjustment, negotiation or settlement of workers’ compensation insurance claims in the ordinary course of business consistent with past practice and (ii) the settlement with FOIR concerning the matters contained in (a) the Consent Order, dated the date of Amendment No. 2 to this Agreement, between the Office of Insurance Regulation of the State of Florida (the “**FOIR**”), AmCOMP Assurance Corporation and AmCOMP Preferred Insurance Company in substantially the form attached as Exhibit A to Amendment No. 2 to this Agreement (the “**FOIR Excessive Profits Consent Order**”) and (b) the Consent Order, dated the date of Amendment No. 2 to this Agreement, between the FOIR, Parent and Merger Sub in substantially the form attached as Exhibit B to Amendment No. 2 to this Agreement (the “**FOIR Form A Consent Order**”) and together with the FOIR Excessive Profits Consent Order, the “**FOIR Consent Orders**”), waive, release, assign, settle or compromise any claim, action or proceeding (including any suit, action, claim, proceeding or investigation relating to this Agreement or the transactions contemplated hereby, including the Merger), other than waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages (and not the imposition of equitable relief on, or the admission of wrongdoing by, the Company or any of the Company Subsidiaries) not in excess of \$100,000 individually or in the aggregate, or otherwise pay, discharge or satisfy any claims, liabilities or obligations other than in the ordinary course of business consistent with past practice;”

Section 6. Amendment to Section 4.1(b)(X). Section 4.1(b)(X) of the Merger Agreement is hereby deleted and replaced with the following:

“(X) other than as necessary in connection with the matters set forth in Section 4.8, alter or amend in any material respect any existing underwriting, claims handling, loss control, investment, actuarial, financial reporting or accounting practices, guidelines or policies (including compliance policies) or any material assumption underlying an actuarial practice or policy, except as may be required by GAAP, applicable SAP, any Governmental Authority or applicable Law; or”

Section 7. New Section 4.8. The Merger Agreement is hereby amended to add a new Section 4.8 as follows:

“4.8 FOIR Excessive Profits Consent Order.

The Company shall comply, and shall cause the Company Subsidiaries to comply, in all respects with all terms, provisions and requirements of the FOIR Excessive Profits Consent Order; provided, however, that Parent and the Company agree that the Company Subsidiaries shall satisfy their obligations under the FOIR Excessive Profits Consent Order to return excessive profits to policyholders exclusively through providing policy refunds (and not through policy credits or any other means), but neither the Company nor any of the Company Subsidiaries shall make any policy refunds pursuant to the FOIR Excessive Profits Consent Order unless and until Parent has approved the methodology for such refunds (such approval not to be unreasonably withheld, delayed or conditioned); provided further, that the Company and each of the Company Subsidiaries shall make all such refunds pursuant to the terms of the FOIR Excessive Profits Consent Order as soon as practicable following approval of the methodology for such refunds by Parent and in any event no later than the earlier of (a) 60 days following the execution of the FOIR Excessive Profits Consent Order and (b) October 31, 2008.”

Section 8. Amendment to Section 5.2. Section 5.2 of the Merger Agreement is hereby amended to include the following Section 5.2(h):

“(h) Notwithstanding anything to the contrary in this Agreement, Parent acknowledges and agrees that neither of the FOIR Consent Orders nor any provision, requirement, agreement or covenant contained therein shall constitute a Burdensome Condition or Company Material Adverse Effect for any purpose under this Agreement or otherwise (and the Company acknowledges that nothing in this Section 5.2(h) shall constitute a waiver or release by Parent under any provision of this Agreement with respect to any violation by the Company or any Company Subsidiary on or after the date of Amendment No. 2 to this Agreement of any of the terms or provisions of the FOIR Excessive Profits Consent Order or any provision or requirement of Section 627.215 of the Florida Statutes). In addition, the Company, Parent and Merger Sub each affirms that, to its knowledge, (i) no Company Material Adverse Effect or Parent Material Adverse Effect has occurred as of the date of Amendment No. 2 to this Agreement and (ii) as of the date of Amendment No. 2 to this Agreement, no breach of any of the respective representations and warranties of any Party has occurred that, individually or in the aggregate, would have a Company Material Adverse Effect or a Parent Material Adverse Effect, as the case may be.”

Section 9. Deletion of Section 5.4(f). Section 5.4(f) of the Merger Agreement is hereby deleted in its entirety.

Section 10. No Other Amendments to the Merger Agreement.

10.1 On and after the date hereof, each reference in the Merger Agreement to “this Agreement,” “herein,” “hereof,” “hereunder” or words of similar import shall mean and be a reference to the Merger Agreement as amended hereby. Notwithstanding the foregoing, references to the date of the Merger Agreement, as amended hereby, shall in all instances continue to refer to January 10, 2008, references to “the date hereof” and “the date of this Agreement” shall continue to refer to January 10, 2008, and references to the date of the Amendment and “as of the date of the Amendment” shall refer to August 29, 2008.

10.2 Except as otherwise expressly provided herein, all of the terms and conditions of the Merger Agreement remain unchanged and continue in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement or any of the documents referred to therein.

Section 11. Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each party hereto and thereto shall be bound hereby. From and after the execution of this Amendment by the Parties, any reference to the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the Parties.

Section 12. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 13. Counterparts. This Amendment may be executed in counterparts (including by facsimile and .pdf file), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section 14. Headings. The descriptive headings of the several Sections of this Amendment were formulated, used and inserted in this Amendment for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[Execution page follows.]

IN WITNESS WHEREOF, the Parties have signed or caused this Amendment to be signed by their respective officers thereunto duly authorized all as of the date first written above.

AMCOMP INCORPORATED

By: /s/ Kumar Gursahaney
Name: Kumar Gursahaney
Title: Senior Vice President, Chief
Financial Officer

EMPLOYERS HOLDINGS, INC.

By: /s/ Lenard T. Ormsby
Name: Lenard T. Ormsby
Title: Executive Vice President, Chief
Legal Officer and General Counsel

SAPPHIRE ACQUISITION CORP.

By: /s/ Lenard T. Ormsby
Name: Lenard T. Ormsby
Title: Secretary

[Signature Page to Amendment]

**AmCOMP and Employers Holdings Amend Merger Agreement, Receive Approval of Florida Office of Insurance Regulation
AmCOMP Settles Outstanding Excessive Profits Filings**

NORTH PALM BEACH, Fla., August 29, 2008--AmCOMP Incorporated ("AmCOMP" or the "Company") (Nasdaq:AMCP) announced today that it has entered into an amendment to the merger agreement providing for the acquisition of AmCOMP by Employers Holdings, Inc. ("EMPLOYERS") (NYSE:EIG). Under the amended merger agreement, which has been approved by the boards of directors of both companies, holders of AmCOMP's approximately 15 million common shares outstanding will receive consideration of \$12.15 per share in cash. AmCOMP's Board of Directors approved the amendment to the merger agreement in light of the terms of its settlement of outstanding excessive profits matters with the Florida Office of Insurance Regulation (the "Florida OIR") as described below. The Florida OIR also approved EMPLOYERS' acquisition of AmCOMP pursuant to the amended merger agreement. Accordingly, in connection with the amendment to the merger agreement, EMPLOYERS has acknowledged and agreed that neither the Consent Order, dated August 29, 2008, executed in connection with the settlement of AmCOMP's excessive profits filings with the Florida OIR (the "Consent Order") nor any provision, requirement, agreement or covenant contained therein will constitute a Burdensome Condition or Company Material Adverse Effect (as such terms are defined in the merger agreement) for any purpose under the merger agreement. The transaction, which is subject to approval of AmCOMP's stockholders and other customary closing conditions, is now expected to be completed by October 31, 2008. The Company has set September 12, 2008 as the record date for the special meeting of stockholders to consider the proposal to approve the proposed merger. It is anticipated that the special meeting will be held on or about October 29, 2008.

Fred R. Lowe, AmCOMP's Chairman, President and Chief Executive Officer, commented, "We believe it is in the best interest of our stockholders to settle the outstanding issues with the Florida OIR so we can proceed with the proposed merger with EMPLOYERS. Our Board remains committed to completing the proposed merger with EMPLOYERS and has concluded that completion of the merger on the terms set forth in the amended merger agreement is in the best interest of our stockholders."

As previously disclosed, on May 19, 2008 AmCOMP received a Notice of Intent to Issue Order to Return Excess Profit (the "2008 Notice") from the Florida OIR, and subsequent to the 2008 Notice, AmCOMP's insurance subsidiaries, AmCOMP Assurance and AmCOMP Preferred, through counsel, filed a Petition for Administrative Hearing Involving Disputed Issues of Fact with the Florida OIR, challenging the 2008 Notice. The settlement resolves all outstanding issues arising from the 2008 Notice as well as AmCOMP's 2008 excessive profits filing for accident years 2004, 2005 and 2006. While the Company did not receive any Notice of Intent to Issue Order to Return Excess Profit relating to its 2008 filing, the Florida OIR notified AmCOMP that it would not consent to the proposed merger with EMPLOYERS without resolution of AmCOMP's 2008 filing. The Consent Order executed in connection with the settlement provides that (i) for accident years 2002, 2003 and 2004, for which AmCOMP received a Notice of Intent to Issue Order to Return Excess Profit from the Florida OIR on March 19, 2007, AmCOMP has not realized "Florida excessive profits" (as defined in Florida Statute Section 627.215); (ii) for accident years 2003, 2004 and 2005 Florida excessive profits in the amount of approximately \$2.8 million have been realized, and (iii) for accident years 2004, 2005 and 2006 Florida excessive profits of \$5,650,807 have been realized. AmCOMP intends to provide refunds to affected policyholders within the timeframe provided by law. As part of the settlement, AmCOMP waived all rights to challenge or to contest the aforementioned findings of excessive profits. The Consent Order provides that nothing contained in the Consent Order shall be deemed to constitute an admission or acknowledgment by AmCOMP, or a finding by the Florida OIR, that AmCOMP has violated the requirements of Florida Statute Section 627.215 or Chapter 624 of the Florida Statutes.

Forward Looking Statements

Statements made in this press release, including those about AmCOMP's financial condition and results of operations and about its future plans and objectives, which are not based on historical facts, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The words "believe," "expect," "plans," "intend," "project," "estimate," "may," "should," "will," "continue," "potential," "forecast" and "anticipate" and similar expressions identify forward-looking statements. Any such statements involve known and unknown risks, uncertainties and other factors, including those set forth under the heading "Risk Factors" in AmCOMP's filings with the Securities and Exchange Commission, including AmCOMP's Form 10-K for fiscal year ended December 31, 2007. Such factors may cause AmCOMP's actual performance, condition and achievements to be materially different than any future performance, condition and achievement set forth in this press release. All subsequent written and oral forward-looking statements attributable to AmCOMP or individuals acting on AmCOMP's behalf are expressly qualified in their entirety by these cautionary statements. AmCOMP undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

About AmCOMP

With roots dating back to 1982, AmCOMP Incorporated is an insurance holding company whose wholly owned subsidiaries, AmCOMP Preferred and AmCOMP Assurance, are mono-line workers' compensation insurers with products that focus on value-added services to policyholders. Currently marketing insurance policies in 17 core states and targeting small to mid-sized employers in a variety of industries, AmCOMP distributes its products through independent agencies.

In connection with the proposed merger, AmCOMP will file a supplement to the definitive proxy statement filed with the Securities and Exchange Commission on April 30, 2008. AmCOMP will mail the proxy statement supplement to its stockholders when it is available. INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ THE DEFINITIVE PROXY STATEMENT AND PROXY STATEMENT SUPPLEMENT, WHEN AVAILABLE, BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders may obtain a free copy of the definitive proxy statement, the proxy statement supplement, when available, and other documents filed by AmCOMP at the Securities and Exchange Commission's website at www.sec.gov. The proxy statement, the proxy statement supplement, when available, and such other documents may also be obtained for free from AmCOMP by directing such request to AmCOMP Incorporated, Attention: George E. Harris, Secretary, AmCOMP Incorporated, 701 U.S. Highway One, North Palm Beach, Florida 33408, Telephone: (561) 840-7171.

AmCOMP and its directors, executive officers and other members of its management and employees may be deemed to be participants in the solicitation of proxies from its stockholders in connection with the proposed transaction. Information concerning the interests of AmCOMP's participants in the solicitation is set forth in AmCOMP's proxy statements and Annual Reports on Form 10-K, previously filed with the Securities and Exchange Commission, and in the proxy statement relating to the transaction.

Contact:

AmCOMP Incorporated, North Palm Beach
Kumar Gursahaney, Chief Financial Officer,
561-840-7171 ext. 11700

