

Must be Postmarked
No Later Than
March 18, 2015

In re CRM Holdings, Ltd. Securities Litigation
c/o GCG
P.O. Box 10129
Dublin, OH 43017-3129
Toll-Free: 1 (844) 322-8246

CRH



Control No:
Claim No:

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
In re CRM Holdings, Ltd. Securities Litigation
No. 10-cv-00975-RPP

PROOF OF CLAIM AND RELEASE

MUST BE POSTMARKED NO LATER THAN MARCH 18, 2015
Please Type or Print

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IMPORTANT: Before Completing This Proof of Claim, Please Carefully
Read the Enclosed Instruction Sheet.

QUESTIONS? CALL TOLL-FREE 1 (844) 322-8246 OR VISIT [WWW.GCGLNC.COM](http://www.GCGLNC.COM)

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>



PART I - CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last):

Street Address:

City:

State:

Zip Code:

Foreign Province:

Foreign Country:

**Last Four Digits of Social Security Number
or Taxpayer Identification Number:**

Check appropriate box (check only one box):

☐

Individual

☐

Corporation/Other

Telephone Number (work):

Telephone Number (home):

Email Address(es):

Record Owner's Name (if different from beneficial owner listed above):

Notice Regarding Electronic Files: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed Proof of Claim form listing all their transactions whether or not they also submit electronic copies. To obtain the mandatory electronic filing requirements and file layout, you may contact the Claims Administrator at 1 (844) 322-8246 or visit its website at www.gcginc.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gcginc.com to inquire about your file and confirm it was received and acceptable.



PART II - SCHEDULE OF TRANSACTIONS IN CRM COMMON STOCK

A. Purchases or acquisitions of CRM common stock

(December 20, 2005 – February 3, 2009, inclusive (must be documented)):

Trade Date Month/Day/Year	Number of Shares Purchased or Acquired	Total Purchase or Aquisition Price
/ /		.
/ /		.
/ /		.
/ /		.

B. Sales of CRM common stock

(from December 20, 2005 to February 3, 2009, inclusive (must be documented)):

Trade Date Month/Day/Year	Number of Shares Sold	Total Sales Price
/ /		.
/ /		.
/ /		.
/ /		.

C. **Unsold Holdings:** State the number of shares of CRM common stock owned on February 3, 2009, inclusive (must be documented). If none, write "zero" or "0":

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐. IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE. YOU MUST READ AND SIGN THE RELEASE ON PAGES 4-5.



PART III - RELEASE AND SIGNATURE

YOU MUST READ THE RELEASE. YOUR SIGNATURE ON PAGE 5 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We), submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of August 21, 2014 ("Stipulation") described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases/acquisitions or sales of CRM common stock during the Class Period and know of no other Person having done so on my (our) behalf.

DEFINITIONS

1. "Claims Administrator" means The Garden City Group ("GCG").
2. "Class" means: All persons or entities who purchased CRM Holdings, Ltd. common stock between December 21, 2005 and November 5, 2008, inclusive, and were purportedly damaged thereby. Excluded from the Class are Defendants herein, the officers and directors of the Company, at all relevant times, members of their immediate families, any entity in which any Defendant has or had a legal controlling interest, and the legal representatives, heirs, successors, or assigns of any Defendant.
3. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class by the February 6, 2015 deadline pursuant to the Notice of Proposed Settlement of Class Action.
4. "Class Member" or "Member of the Class" means a Person who falls within the definition of the Class.
5. "Defendants" mean Defendants Daniel G. Hickey, Jr., Martin D. Rakoff, James J. Scardino, and Daniel G. Hickey, Sr.
6. "CRM" means CRM Holdings, Ltd.
7. "Settling Parties" means, collectively, each of the Defendants, and the Plaintiffs on behalf of themselves and the Class Members.
8. "Related Parties" means parents, subsidiaries and affiliates, and all their past, present and future respective directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which Defendants have a controlling interest. This Release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and it becomes effective on the Effective Date.
9. "Released Claims" means any and all claims, causes of action, proceedings, obligations, suits, debts, damages (including interest, attorneys' fees, expert or consulting fees, and any other costs), demands, agreements, promises, controversies or liabilities whatsoever, whether based on federal, state, local, statutory, or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, direct or indirect, past or present, known or unknown, which the Plaintiffs or any Class Member asserted or could have asserted in the Complaint and/or the Amended Complaint as a result of purchasing, acquiring, selling, exercising, holding or voting, during the Class Period, any security issued by CRM (including, without limitation, all claims arising out of or related to any disclosures, public filings, registration statements, proxy statements or other statements by CRM, or by any of the Defendants, or by any current or former officer or director of CRM), based upon or arising out of any facts, allegations or claims set forth in, or that could have been set forth in, the Complaint and/or the Amended Complaint.
10. "Released Persons" means each and every one of the following: the Defendants and, whether or not identified in any complaint filed or proposed to be filed in the Litigation, each and all of every Defendant's past and present directors, officers and employees, controlling stockholders, partners, members, affiliates, principals, agents, representatives, stockholders, predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, investment bankers, commercial bankers, underwriters, financial or investment advisors, advisors, consultants, accountants, insurers, co-insurers and reinsurers, spouses, heirs, assigns, executors, personal representatives, marital communities, associates, related or affiliated entities, general or limited partners or partnerships, limited liability companies, member firms, estates, administrators, or any members of their immediate families, or any trusts for which any of them are trustees, settlers or beneficiaries, or any persons or other entities in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and any other representatives of any of these Persons or other entities, whether or not any such Persons were named, served with process or appeared in the Litigation.
11. "Unknown Claims" means any and all Released Claims which Settling Parties or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Settling



Parties stipulate and agree that, upon the Effective Date, Settling Parties shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Settling Parties shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code §1542. Settling Parties and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Settling Parties shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, rule or regulation, without regard to the subsequent discovery or existence of such different or additional facts. Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

RELEASE

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the Defendants and each and all of their "Related Parties."

This Release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and it becomes effective on the Effective Date.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that I (we) have included information about all of my (our) transactions in CRM common stock that occurred during the Class Period as well as the number of shares of CRM common stock held by me (us) as of the date of this certification and that such information is true and correct to the best of my (our) knowledge. By executing this certification, I (we) acknowledge and agree to be bound by the Release set forth above.

Executed this _____ day of _____, in _____, _____.
(Month/Year) (City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Date)

(Capacity of person(s) signing, e.g. Beneficial Owner, Executor or Administrator)

(Signature of Joint Claimant, if any)

(Type or print name of Joint Claimant, if any)

(Date)

(Capacity of person(s) signing, e.g. Beneficial Owner, Executor or Administrator)

PART I

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- For individuals, this is your Social Security Number (“SSN”).
- For sole proprietors, you must show your individual name, but you may also enter your business or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- For other entities, it is your EIN.

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or

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PART II

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(Capacity of person(s) signing e.g., Beneficial Purchaser, Executor or Administrator)



ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign both the claim form at **Part III Release and Signature** and the Substitute Form W-9.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

**SEND COMPLETED CLAIM FORM AND SUPPORTING DOCUMENTS
POSTMARKED NO LATER THAN March 18, 2015 TO:**

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