

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

**Form 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended March 31, 2026

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: 001-39658

**ROOT, INC.**

(Exact name of Registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

80 E. Rich Street, Suite 500  
Columbus, Ohio  
(Address of principal executive offices)

84-2717903  
(I.R.S. Employer  
Identification Number)

43215  
(Zip Code)

(866) 980-9431  
(Registrant's telephone number, including area code)

N/A  
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0001 par value per share	ROOT	The Nasdaq Stock Market LLC

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, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of April 29, 2026, the number of outstanding shares of the registrant's Class A common stock, par value \$0.0001 per share, was 14,020,060 and the number of outstanding shares of the registrant's Class B common stock, par value \$0.0001 per share, was 1,806,236.

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## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “path,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will,” or “would” or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our share repurchase expectations;
- the anticipated benefits of our new term loan;
- our ability to retain existing customers, acquire new customers and expand our customer reach;
- our expectations regarding our future financial performance, including total revenue, gross profit, net income, direct contribution, adjusted EBITDA, net loss and loss adjustment expense, or LAE, ratio, net expense ratio, net combined ratio, gross loss ratio, marketing costs and costs of customer acquisition, gross LAE ratio, gross expense ratio, gross combined ratio, operating expenses, quota share levels, changes in unencumbered cash balances and expansion of our new and renewal premium base;
- our ability to realize profits, acquire customers, retain customers, contract with additional partners to utilize the products, or achieve other benefits from our embedded insurance offering;
- our ability to expand our distribution channels through additional partnership relationships, digital media, independent agents and referrals;
- our ability to maintain, and drive a significant long-term competitive advantage through, our partnership with Carvana Group, LLC, or Carvana, and other partnerships, such as our partnerships with Hyundai Capital America, Toyota and Experian;
- our ability to develop products for embedded insurance and other partners;
- the impact of geopolitical instability, supply chain disruptions, increasing inflation, a potential increase in tariffs or the implementation of new tariffs, a recession and/or disruptions to properly functioning financial and capital markets and interest rates on our business and financial condition;
- our ability to remain profitable and extend our capital runway;
- our goal to be licensed in all states in the United States and the timing of obtaining additional licenses and launching in new states;
- the accuracy and efficiency of our telematics and behavioral data, and our ability to gather and leverage existing and additional data;
- our ability to materially improve retention rates and our ability to realize benefits from retaining customers;
- our ability to underwrite risks accurately and charge profitable rates;
- our ability to maintain our business model and improve our capital and marketing efficiency;
- our ability to drive improved conversion and decrease the cost of customer acquisition;
- our ability to maintain and enhance our brand and reputation;
- our ability to effectively manage the growth of our business;
- our ability to raise additional capital efficiently or at all;
- our ability to improve our product offerings, introduce new products and expand into additional insurance lines;
- our ability to cross sell our products and attain greater value from each customer;
- our ability to compete effectively with existing competitors and new market entrants in our industry;
- future performance of the markets in which we operate;
- our ability to operate a “capital-efficient” business and obtain and maintain desirable levels of reinsurance;

- the effect of further reductions in the utilization of reinsurance, which would result in retention of more premium and losses and could cause our capital requirements to increase;
- our ability to realize economies of scale;
- our ability to attract, motivate and retain key personnel, or hire personnel, and to offer competitive compensation and benefits;
- our ability to deliver a vertically integrated customer experience;
- our ability to develop products that utilize telematics to drive better customer satisfaction and retention;
- our ability to protect our intellectual property and any costs associated therewith;
- our ability to develop an autonomous claims experience;
- our ability to take rate action early and react to changing environments;
- our ability to meet risk-based capital requirements;
- our ability to realize benefits from our Texas county mutual fronting arrangement;
- our ability to expand domestically;
- our ability to comply with laws and regulations that currently apply or become applicable to our business;
- the impact of litigation or other losses;
- changes in laws or regulations, or changes in the interpretation of laws or regulations by a regulatory authority, specific to the use of artificial intelligence, telematics data and the consent to use telematics data, connected car data, and other sources of data, or relating to taxation, including changes in tax regulations, or guidance promulgated pursuant to the new legislation implemented in the One Big Beautiful Bill Act;
- the impact of moratoriums, mandates and similar regulations or requests related to federal government shutdowns or other economic disruptions that negatively impact our ability to charge or increase premiums or result in increased premium write-offs;
- our ability to defend against cybersecurity threats and prevent, or recover from, a security incident or other significant disruption of our technology systems or those of our partners and third-party service providers;
- the effect of interest rates on our available cash and our ability to maintain compliance with our new term loan;
- our ability to maintain proper and effective internal control over financial reporting; and
- the growth rates of the markets in which we compete.

You should not rely on forward-looking statements as predictions of future events. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described under the heading “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained herein. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made and we undertake no obligation to update them to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law.

Unless the context otherwise indicates, references in this Quarterly Report on Form 10-Q to the terms “Root,” “the Company,” “we,” “our” and “us” refer to Root, Inc. and its subsidiaries.

We may announce material business and financial information to our investors using our investor relations website ([ir.joinroot.com](http://ir.joinroot.com)). We therefore encourage investors and others interested in Root to review the information that we make available on our website, in addition to following our filings with the Securities and Exchange Commission webcasts, press releases and conference calls.

Part I. Financial Information

Item 1. Financial Statements. - Unaudited

ROOT, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS - UNAUDITED

	As of	
	March 31, 2026	December 31, 2025
(in millions, except par value)		
<b>Assets</b>		
Investments:		
Fixed maturities available-for-sale, at fair value (amortized cost: \$455.9 and \$383.1 at March 31, 2026 and December 31, 2025, respectively)	\$ 456.3	\$ 387.0
Short-term investments (amortized cost: \$10.8 and zero at March 31, 2026 and December 31, 2025, respectively)	10.8	—
Other investments	4.4	4.4
Total investments	471.5	391.4
Cash and cash equivalents	597.2	669.3
Restricted cash and cash equivalents	11.7	20.6
Premiums receivable, net of allowance of \$8.6 and \$8.9 at March 31, 2026 and December 31, 2025, respectively	350.8	332.8
Reinsurance premiums receivable, net of allowance of zero at March 31, 2026 and December 31, 2025	94.4	96.3
Reinsurance recoverable, net of allowance of \$0.1 at March 31, 2026 and December 31, 2025	27.7	33.5
Deferred policy acquisition costs	46.5	44.4
Other assets	85.1	86.2
Total assets	\$ 1,684.9	\$ 1,674.5
<b>Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity</b>		
Liabilities:		
Loss and loss adjustment expense reserves	\$ 472.7	\$ 483.6
Unearned premiums	412.4	393.7
Long-term debt	200.3	200.3
Premiums payable	95.1	96.7
Accounts payable and accrued expenses	43.2	74.2
Other liabilities	23.3	29.7
Total liabilities	1,247.0	1,278.2
Commitments and Contingencies		
Redeemable convertible preferred stock, \$0.0001 par value, 100.0 shares authorized, 14.1 shares issued and outstanding at March 31, 2026 and December 31, 2025 (redemption value of \$126.5)	112.0	112.0
Stockholders' equity:		
Class A common stock, \$0.0001 par value, 1,000.0 shares authorized, 13.9 and 13.7 shares issued and outstanding at March 31, 2026 and December 31, 2025, respectively	—	—
Class B convertible common stock, \$0.0001 par value, 269.0 shares authorized, 1.8 shares issued and outstanding at March 31, 2026 and December 31, 2025	—	—
Additional paid-in capital	1,931.2	1,922.0
Accumulated other comprehensive income	0.4	3.9
Accumulated loss	(1,605.7)	(1,641.6)
Total stockholders' equity	325.9	284.3
Total liabilities, redeemable convertible preferred stock and stockholders' equity	\$ 1,684.9	\$ 1,674.5

See Notes to Condensed Consolidated Financial Statements - Unaudited

**ROOT, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME - UNAUDITED**

	Three Months Ended March 31,	
	2026	2025
(in millions, except per share data)		
<b>Revenues:</b>		
Net premiums earned	\$ 363.7	\$ 321.3
Net investment income	8.7	8.7
Net realized gains on investments	0.1	—
Fee income	20.3	18.7
Other income	0.7	0.7
Total revenues	393.5	349.4
<b>Operating expenses:</b>		
Loss and loss adjustment expenses	226.2	205.6
Sales and marketing	27.3	51.5
Other insurance expense	59.4	36.7
Technology and development	15.2	11.4
General and administrative	24.5	20.5
Total operating expenses	352.6	325.7
Operating income	40.9	23.7
Interest expense	4.8	5.3
Income before income tax expense	36.1	18.4
Income tax expense	0.2	—
Net income	35.9	18.4
Net income attributable to participating securities	1.7	0.9
Net income attributable to common shareholders	34.2	17.5
<b>Other comprehensive (loss) income:</b>		
Net income	35.9	18.4
Changes in net unrealized (losses) gains on investments	(3.5)	3.0
Comprehensive income	\$ 32.4	\$ 21.4
<b>Earnings per common share: (both Class A and B)</b>		
Basic	\$ 2.19	\$ 1.15
Diluted	\$ 2.09	\$ 1.07
<b>Weighted-average common shares outstanding: (both Class A and B)</b>		
Basic	15.6	15.2
Diluted	17.2	17.2

See Notes to Condensed Consolidated Financial Statements - Unaudited

**ROOT, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY - UNAUDITED**

	Redeemable Convertible Preferred Stock		Class A and Class B Convertible Common Stock			Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Loss	Total Stockholders' Equity
	Shares	Amount	Class A Shares	Class B Shares	Amount				
	(in millions)								
Balance—January 1, 2026	14.1	\$ 112.0	13.7	1.8	\$ —	\$ 1,922.0	\$ 3.9	\$ (1,641.6)	\$ 284.3
Net income	—	—	—	—	—	—	—	35.9	35.9
Other comprehensive loss	—	—	—	—	—	—	(3.5)	—	(3.5)
Common stock—option exercises and restricted stock units vesting, net of shares withheld for employee taxes	—	—	0.2	—	—	(3.7)	—	—	(3.7)
Common stock—share-based compensation expense	—	—	—	—	—	11.0	—	—	11.0
Warrant compensation expense	—	—	—	—	—	1.9	—	—	1.9
Balance—March 31, 2026	<u>14.1</u>	<u>\$ 112.0</u>	<u>13.9</u>	<u>1.8</u>	<u>\$ —</u>	<u>\$ 1,931.2</u>	<u>\$ 0.4</u>	<u>\$ (1,605.7)</u>	<u>\$ 325.9</u>
Balance—January 1, 2025	14.1	\$ 112.0	11.1	4.0	\$ —	\$ 1,887.9	\$ (2.3)	\$ (1,681.9)	\$ 203.7
Net income	—	—	—	—	—	—	—	18.4	18.4
Other comprehensive income	—	—	—	—	—	—	3.0	—	3.0
Common stock—option exercises and restricted stock units vesting, net of shares withheld for employee taxes	—	—	0.1	—	—	(2.8)	—	—	(2.8)
Common stock—share-based compensation expense	—	—	—	—	—	6.4	—	—	6.4
Balance—March 31, 2025	<u>14.1</u>	<u>\$ 112.0</u>	<u>11.2</u>	<u>4.0</u>	<u>\$ —</u>	<u>\$ 1,891.5</u>	<u>\$ 0.7</u>	<u>\$ (1,663.5)</u>	<u>\$ 228.7</u>

See Notes to Condensed Consolidated Financial Statements - Unaudited

**ROOT, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED**

	Three Months Ended March 31,	
	2026	2025
	(in millions)	
<b>Cash flows from operating activities:</b>		
Net income	\$ 35.9	\$ 18.4
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	11.0	6.4
Warrant compensation expense	1.9	—
Depreciation and amortization	3.1	2.0
Bad debt expense	9.8	9.0
Net realized gains on investments	(0.1)	—
Changes in operating assets and liabilities:		
Premiums receivable	(27.8)	(64.3)
Reinsurance premiums receivable	1.9	(12.5)
Reinsurance recoverable	5.8	5.2
Deferred policy acquisition costs	(2.1)	(7.0)
Other assets	1.1	5.0
Losses and loss adjustment expenses reserves	(10.9)	5.3
Unearned premiums	18.7	66.4
Premiums payable	(1.6)	12.3
Accounts payable and accrued expenses	(31.0)	(18.0)
Other liabilities	(6.4)	(1.4)
Net cash provided by operating activities	<u>9.3</u>	<u>26.8</u>
<b>Cash flows from investing activities:</b>		
Purchases of investments	(100.1)	(27.9)
Proceeds from maturities, calls and pay downs of investments	12.3	16.0
Sales of investments	4.7	0.1
Capitalization of internally developed software	(3.5)	(2.0)
Net cash used in investing activities	<u>(86.6)</u>	<u>(13.8)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from exercise of stock options and restricted stock units	—	0.3
Taxes paid related to net share settlement of equity awards	(3.7)	(3.1)
Net cash used in financing activities	<u>(3.7)</u>	<u>(2.8)</u>
Net (decrease) increase in cash, cash equivalents, restricted cash, and restricted cash equivalents	(81.0)	10.2
Cash, cash equivalents, restricted cash, and restricted cash equivalents at beginning of period	689.9	600.3
Cash, cash equivalents, restricted cash, and restricted cash equivalents at end of period	<u>\$ 608.9</u>	<u>\$ 610.5</u>

See Notes to Condensed Consolidated Financial Statements - Unaudited

**ROOT, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED**

**1. NATURE OF BUSINESS**

Root, Inc. is a holding company which, directly or indirectly, maintains 100% ownership of each of its subsidiaries, including, among others, Root Insurance Company, Root Property & Casualty Insurance Company, or Root Property & Casualty, and Root Select Insurance Company, all Ohio-domiciled insurance companies, Root Florida Insurance Company, or Root Florida, a Florida-domiciled insurance company, and Root Reinsurance Company, Ltd., a Cayman Islands-domiciled reinsurance company, together with Root, Inc., “we,” “us,” or “our.”

We were formed in 2015 and began writing personal auto insurance in July 2016. We are a technology company operating primarily a direct-to-consumer model with the majority of our personal insurance customers acquired through mobile apps and partnerships. We offer auto and renters insurance products underwritten by Root Insurance Company and auto insurance only through Root Property & Casualty and Root Florida.

**2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**—In our opinion, all adjustments necessary for a fair presentation of the condensed consolidated financial statements have been included. All such adjustments are of a normal and recurring nature. These condensed consolidated financial statements are unaudited and, accordingly, should be read in conjunction with the consolidated financial statements and related notes included in the Annual Report on Form 10-K for the year ended December 31, 2025 filed with the Securities and Exchange Commission on February 25, 2026.

**Basis of Consolidation**—The unaudited condensed consolidated financial statements include the accounts of Root, Inc. and its subsidiaries, all of which are wholly owned. These financial statements have been prepared in accordance with accounting principles generally accepted in the U.S., or GAAP. All intercompany accounts and transactions have been eliminated.

**Use of Estimates**—The preparation of the unaudited condensed consolidated financial statements requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates reflected in our unaudited condensed consolidated financial statements include, but are not limited to, reserves for loss and loss adjustment expense, or LAE, valuation allowances on our deferred tax assets and the amount of reinsurance recoverable and receivable from reinsurance contracts.

**Legal and Other Contingencies**—From time to time, we are party to litigation and legal proceedings relating to our business operations. While the outcome of all legal actions is not presently determinable, we do not believe that we are party to any current or pending legal action that could reasonably be expected to have a material adverse effect on our financial condition or results of operations and cash flow.

There have been no material changes to the legal matter previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025.

**Segment Information**—We are a technology company that provides direct-to-consumer insurance products to customers. We operate as a single reporting segment that is managed on a consolidated basis. Our Chief Executive Officer is our chief operating decision maker, or CODM. The primary measure the CODM utilizes to manage operations, monitor budget versus actual results, and evaluate financial performance is net income as reported on the condensed consolidated statements of operations and comprehensive income. This information is regularly provided to the CODM.

The CODM allocates resources based on consolidated expense and forecasted expense information. Significant expenses, which are presented on the condensed consolidated statements of operations and comprehensive income, include loss and LAE, sales and marketing, other insurance expense and technology and development. Other segment items include expenses that our CODM does not evaluate for purposes of making operating decisions.

These items include general and administrative, interest expense, and income tax expense, which can all be found on the condensed consolidated statements of operations and comprehensive income. Assets provided to the CODM are consistent with those reported on the condensed consolidated balance sheets.

**Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents**—The following table provides a reconciliation of cash, cash equivalents, restricted cash and restricted cash equivalents reported within the condensed consolidated balance sheets that sum to the total of the same such amount in the condensed consolidated statements of cash flows:

	As of	
	March 31, 2026	December 31, 2025
(dollars in millions)		
Cash and cash equivalents	\$ 597.2	\$ 669.3
Restricted cash and cash equivalents	11.7	20.6
Total cash, cash equivalents, restricted cash, and restricted cash equivalents shown in the condensed consolidated statements of cash flows	<u>\$ 608.9</u>	<u>\$ 689.9</u>

**Premiums Payable and Reinsurance Premiums Receivable**—We have a fronting arrangement with an unaffiliated Texas county mutual insurance company, or the fronting carrier. We route all of our new auto policies in Texas through the fronting carrier whereby we assume 100% of the related premium and losses on those policies. The fronting arrangement allows us to have greater rating and underwriting flexibility. Premiums assumed are deferred and earned pro rata over the policy period. Unearned premium is established to cover the unexpired portion of premiums assumed. Premiums payable are amounts owed to the fronting carrier. Reinsurance premiums receivable are the amounts owed to us from the fronting carrier for reinsurance premiums.

**Deferred Policy Acquisition Costs**—We amortized deferred policy acquisition costs of \$29.3 million and \$11.4 million for the three months ended March 31, 2026 and 2025, respectively.

**Performance-Based Restricted Stock Units**—In the first quarter of 2026, we granted 0.4 million performance-based restricted stock units to our executive officers and certain key employees as part of our equity compensation plan. The actual number of performance-based restricted stock units can vary from zero to 200% of the target depending on goal achievement relative to a gross accident period loss ratio and policies in force goal matrix. The overall performance period begins on January 1, 2026 and ends on December 31, 2028 and is divided into three sub-performance periods, each beginning on January 1, 2026 and ending on December 31, 2026, 2027, and 2028, respectively. These overlapping sub-performance periods are one, two, and three years in duration. Expense for each sub-performance period is recognized ratably over the requisite service period. Awards earned in any sub-performance period vest on the Compensation Committee Certification date, which is expected to be in the first quarter of the subsequent year.

The performance-based restricted stock units expense is recognized based on the grant date fair value of the award, which was determined using the Company's close price as of the grant date. This expense is recognized using a graded vesting approach. We assess the probability of the performance conditions being met on a quarterly basis and begin recognizing expense only once it is deemed probable that the performance criteria will be satisfied.

**Reclassification**—Certain prior-year amounts have been reclassified to conform with the current year presentation. These reclassifications did not have a material impact on the condensed consolidated financial statements and notes to condensed consolidated financial statements. The reclassifications within the condensed consolidated balance sheets include the presentation of "Prepaid reinsurance premiums" within "Other assets" and "Reinsurance premiums payable" within "Other liabilities." Additionally, "Reinsurance recoverable and receivable" was disaggregated to "Reinsurance recoverable" and "Reinsurance premiums receivable," respectively. "Deferred policy acquisition costs" were disaggregated from "Other assets" and "Premiums payable" was disaggregated from "Other liabilities" to separate captions.

### 3. INVESTMENTS

The amortized cost and fair value of short-term investments and available-for-sale fixed maturity securities at March 31, 2026 and December 31, 2025 are as follows:

	March 31, 2026				
	Amortized Cost	Allowance for Expected Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(dollars in millions)					
Fixed maturities:					
United States Treasury securities and agencies	\$ 58.7	\$ —	\$ 0.4	\$ (0.1)	\$ 59.0
Municipal securities	22.3	—	0.1	(0.1)	22.3
Corporate debt securities	200.1	—	1.0	(1.0)	200.1
Asset-backed securities	174.8	—	0.8	(0.7)	174.9
Total fixed maturities	455.9	—	2.3	(1.9)	456.3
Short-term investments	10.8	—	—	—	10.8
Total	\$ 466.7	\$ —	\$ 2.3	\$ (1.9)	\$ 467.1
December 31, 2025					
	Amortized Cost	Allowance for Expected Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(dollars in millions)					
Fixed maturities:					
United States Treasury securities and agencies	\$ 48.4	\$ —	\$ 0.8	\$ —	\$ 49.2
Municipal securities	23.0	—	0.3	(0.1)	23.2
Corporate debt securities	157.3	—	1.9	(0.2)	159.0
Asset-backed securities	154.4	—	1.5	(0.3)	155.6
Total fixed maturities	\$ 383.1	\$ —	\$ 4.5	\$ (0.6)	\$ 387.0

Management reviewed the available-for-sale fixed maturity securities and short-term investments at each balance sheet date to consider whether it was necessary to recognize a credit loss as of March 31, 2026 and December 31, 2025. We do not intend to sell the securities, and it is not more likely than not that we will be required to sell the securities before recovery. Management concluded that the unrealized losses on the available-for-sale fixed maturity securities and short-term investments were due to non-credit related factors and, therefore, there was no allowance for credit loss as of March 31, 2026 and December 31, 2025.

The following tables reflect the gross unrealized losses and fair value of short-term investments and available-for-sale fixed maturity securities, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at March 31, 2026 and December 31, 2025:

	March 31, 2026					
	Less than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
	(dollars in millions)					
<b>Fixed maturities:</b>						
United States Treasury securities and agencies	\$ 23.5	\$ (0.1)	\$ 0.8	\$ —	\$ 24.3	\$ (0.1)
Municipal securities	5.9	—	5.8	(0.1)	11.7	(0.1)
Corporate debt securities	108.6	(0.8)	6.8	(0.2)	115.4	(1.0)
Asset-backed securities	68.2	(0.5)	4.3	(0.2)	72.5	(0.7)
Total fixed maturities	206.2	(1.4)	17.7	(0.5)	223.9	(1.9)
Short-term investments	10.8	—	—	—	10.8	—
Total	\$ 217.0	\$ (1.4)	\$ 17.7	\$ (0.5)	\$ 234.7	\$ (1.9)

	December 31, 2025					
	Less than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
	(dollars in millions)					
<b>Fixed maturities:</b>						
United States Treasury securities	\$ 2.0	\$ —	\$ 0.7	\$ —	\$ 2.7	\$ —
Municipal securities	—	—	6.5	(0.1)	6.5	(0.1)
Corporate debt securities	21.5	—	7.4	(0.2)	28.9	(0.2)
Asset backed securities	20.3	(0.1)	5.9	(0.2)	26.2	(0.3)
Total fixed maturities	\$ 43.8	\$ (0.1)	\$ 20.5	\$ (0.5)	\$ 64.3	\$ (0.6)

#### **Other Investments**

As of March 31, 2026 and December 31, 2025, other investments related to our private equity investments were \$4.4 million. There were no realized or unrealized gains or losses or impairment losses recognized on private equity investments for the three months ended March 31, 2026 and 2025.

The following table reflects the gross and net realized gains and losses on short-term investments and available-for-sale fixed maturities that have been included in the condensed consolidated statements of operations and comprehensive income for the three months ended March 31, 2026 and 2025.

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions)	
Realized gains on investments	\$ 0.1	\$ —
Realized losses on investments	—	—
Net realized gains on investments	\$ 0.1	\$ —

The following table sets forth the amortized cost and fair value of short-term investments and available-for-sale fixed maturity securities by contractual maturity at March 31, 2026:

	March 31, 2026	
	Amortized Cost	Fair Value
(dollars in millions)		
Due in one year or less	\$ 49.6	\$ 49.6
Due after one year through five years	293.3	294.1
Due five years through 10 years	54.2	54.1
Due after 10 years	69.6	69.3
<b>Total</b>	<b>\$ 466.7</b>	<b>\$ 467.1</b>

Expected maturities may differ from contractual maturities because issuers may have the right to call or prepay obligations with or without call or prepayment penalties.

The following table sets forth the components of net investment income for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
(dollars in millions)		
Interest on fixed maturities and short-term investments	\$ 4.7	\$ 3.4
Interest on cash, cash equivalents, restricted cash, and restricted cash equivalents	5.3	6.0
<b>Total</b>	<b>10.0</b>	<b>9.4</b>
Investment expense	(1.3)	(0.7)
<b>Net investment income</b>	<b>\$ 8.7</b>	<b>\$ 8.7</b>

The following tables summarize the credit ratings of short-term investments and available-for-sale fixed maturity securities at March 31, 2026 and December 31, 2025:

S&P Global rating or equivalent	March 31, 2026		
	Amortized Cost	Fair Value	% of Total Fair Value
	(dollars in millions)		
AAA	\$ 99.2	\$ 99.1	21.2 %
AA+, AA, AA-	201.8	202.3	43.3
A+, A, A-	136.7	136.7	29.3
BBB+, BBB, BBB-	29.0	29.0	6.2
Total	\$ 466.7	\$ 467.1	100.0 %

  

S&P Global rating or equivalent	December 31, 2025		
	Amortized Cost	Fair Value	% of Total Fair Value
	(dollars in millions)		
AAA	\$ 81.5	\$ 82.1	21.2 %
AA+, AA, AA-	171.4	173.3	44.8
A+, A, A-	107.7	108.8	28.1
BBB+, BBB, BBB-	22.5	22.8	5.9
Total	\$ 383.1	\$ 387.0	100.0 %

Pursuant to certain regulatory requirements, we are required to hold assets on deposit with various state insurance departments for the benefit of policyholders. These special deposits are included in available-for-sale fixed maturity securities on the consolidated balance sheets. As of March 31, 2026 and December 31, 2025, these required deposits had an amortized cost of \$15.8 million and \$15.7 million, respectively, and fair value of \$15.9 million. We maintain restricted cash equivalents and certain investments in a trust to meet collateral requirements with the fronting carrier. As of March 31, 2026 and December 31, 2025, we held investments in the trust of \$85.4 million and \$77.0 million, respectively. There are withdrawal and other restrictions on these deposits. Ultimately, when unearned premiums run off and loss reserves are paid under this program, any remaining trust balances will be released and available for general use.

#### 4. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following tables provide information about our financial assets measured and reported at fair value as of March 31, 2026 and December 31, 2025:

	March 31, 2026			
	Level 1	Level 2	Level 3	Total Fair Value
	(dollars in millions)			
<b>Assets</b>				
Fixed maturities:				
United States Treasury securities and agencies	\$ 56.2	\$ 2.8	\$ —	\$ 59.0
Municipal securities	—	22.3	—	22.3
Corporate debt securities	—	200.1	—	200.1
Asset-backed securities	—	174.9	—	174.9
Total fixed maturities	56.2	400.1	—	456.3
Short-term investments	10.8	—	—	10.8
Cash equivalents	331.8	—	—	331.8
Restricted cash equivalents	10.1	—	—	10.1
Total assets at fair value	<u>\$ 408.9</u>	<u>\$ 400.1</u>	<u>\$ —</u>	<u>\$ 809.0</u>

	December 31, 2025			
	Level 1	Level 2	Level 3	Total Fair Value
	(dollars in millions)			
<b>Assets</b>				
Fixed maturities:				
United States Treasury securities and agencies	\$ 46.7	\$ 2.5	\$ —	\$ 49.2
Municipal securities	—	23.2	—	23.2
Corporate debt securities	—	159.0	—	159.0
Asset-backed securities	—	155.6	—	155.6
Total fixed maturities	46.7	340.3	—	387.0
Cash equivalents	369.0	—	—	369.0
Restricted cash equivalents	19.0	—	—	19.0
Total assets at fair value	<u>\$ 434.7</u>	<u>\$ 340.3</u>	<u>\$ —</u>	<u>\$ 775.0</u>

We estimate the fair value of all our different classes of Level 2 fixed maturities and short-term investments by using quoted prices from a combination of an independent pricing vendor or broker/dealer, pricing models, quoted prices of securities with similar characteristics or discounted cash flows. All significant inputs were observable in the active markets.

### *Fair Value of Long-Term Debt*

The carrying amount of long-term debt is recorded at the unpaid balance, net of discount and debt issuance costs. The fair value of outstanding long-term debt is classified within Level 2 of the fair value hierarchy. The fair value is based on a model referencing observable interest rates and spreads to project and discount cash flows to present value. As of March 31, 2026 and December 31, 2025, the carrying amounts and fair values of these financial instruments were as follows:

	Carrying Amount as of March 31, 2026	Estimated Fair Value as of March 31, 2026	Carrying Amount as of December 31, 2025	Estimated Fair Value as of December 31, 2025
	(dollars in millions)			
Long-term debt	\$ 200.3	\$ 204.1	\$ 200.3	\$ 204.1

The carrying amounts of other short-term financial instruments approximates their fair value due to their short-term nature.

### 5. LOSS AND LOSS ADJUSTMENT EXPENSE RESERVES

The following provides a reconciliation of the beginning and ending reserve balances for loss and LAE, net of reinsurance:

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions)	
Gross loss and LAE reserves, January 1	\$ 483.6	\$ 413.2
Reinsurance recoverable on unpaid losses	(25.4)	(48.0)
Net loss and LAE reserves, January 1	458.2	365.2
Net incurred loss and LAE related to:		
Current year	244.7	218.7
Prior years	(18.5)	(13.1)
Total incurred	226.2	205.6
Net paid loss and LAE related to:		
Current year	79.7	69.6
Prior years	152.4	123.8
Total paid	232.1	193.4
Net loss and LAE reserves, March 31	452.3	377.4
Plus reinsurance recoverable on unpaid losses	20.4	41.1
Gross loss and LAE reserves, March 31	\$ 472.7	\$ 418.5

Incurred losses and LAE attributable to prior accident years was a decrease of \$18.5 million and \$13.1 million for the three months ended March 31, 2026 and 2025, respectively. For the three months ended March 31, 2026, the development of incurred losses and LAE related to prior periods was primarily driven by lower-than-expected reported losses and LAE from accident year 2025 on both liability and physical damage coverages and the identification of additional subrogation opportunities resulting from model improvements. For the three months ended March 31, 2025, the development of incurred losses and LAE related to prior periods was primarily driven by lower-than-expected reported losses and LAE from accident year 2024 on both liability and physical damage coverages.

## 6. REINSURANCE

The following table reflects amounts affecting the condensed consolidated statements of operations and comprehensive income for reinsurance for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
(dollars in millions)		
<b>Premiums written:</b>		
Direct	\$ 322.4	\$ 337.7
Assumed	66.6	73.1
Ceded	(5.6)	(18.8)
Net premiums written	<u>\$ 383.4</u>	<u>\$ 392.0</u>
<b>Premiums earned:</b>		
Direct	\$ 302.5	\$ 282.0
Assumed	67.8	62.4
Ceded	(6.6)	(23.1)
Net premiums earned	<u>\$ 363.7</u>	<u>\$ 321.3</u>
<b>Losses and LAE incurred:</b>		
Direct	\$ 180.4	\$ 170.5
Assumed	47.7	45.5
Ceded	(1.9)	(10.4)
Net losses and LAE incurred	<u>\$ 226.2</u>	<u>\$ 205.6</u>

In the event that all or any of the reinsuring companies might be unable to meet their obligations under existing reinsurance agreements, we would be liable to the policyholder for such defaulted amounts.

## 7. LONG-TERM DEBT

In October 2024, we entered into a \$200.0 million five-year term loan, or Amended Term Loan, with the principal amount due and payable upon maturity on October 29, 2030. Interest is payable quarterly and determined on a floating interest rate calculated on the Secured Overnight Financing Rate, or SOFR, with a 1.0% floor, plus an applicable margin ranging from 5.25% to 6.00% based upon the debt-to-capital ratio payable quarterly. The Amended Term Loan can be repaid at any time through the maturity date as long as we provide at least three business days written notice and a prepayment premium of 1.00% applicable between October 29, 2025 to October 25, 2026, and no prepayment premium thereafter. The Amended Term Loan is secured by the assets of Root, Inc. and those of our wholly-owned subsidiary loan parties. In addition, we have pledged 100% of the capital stock of our subsidiaries.

The following summarizes the carrying value of long-term debt as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
	(dollars in millions)	
Principal balance	\$ 200.0	\$ 200.0
Accrued interest payable	3.2	3.3
Unamortized discount and debt issuance costs	(2.9)	(3.0)
Total	<u>\$ 200.3</u>	<u>\$ 200.3</u>

In May 2026, we prepaid the Amended Term Loan in full and entered into a new senior secured term loan. For additional information refer to Note 13, "Subsequent Events."

## 8. INCOME TAXES

The consolidated effective tax rate was 0.6% and zero for the three months ended March 31, 2026 and 2025. The difference between these rates and the U.S. federal income tax rate of 21.0% was primarily due to state income tax expense and a full valuation allowance on our U.S. deferred tax assets.

As of March 31, 2026, we maintained a full valuation allowance against our deferred tax assets. We expect to maintain a full valuation allowance until it becomes more likely than not that the deferred tax asset will be realized.

As of March 31, 2026 and December 31, 2025, we did not have any unrecognized tax benefits for uncertain tax positions and had no interest or penalties related to uncertain tax positions.

## 9. SHARE-BASED COMPENSATION

### *Warrants*

In October 2021, we issued Carvana eight tranches of warrants, comprised of three tranches of “short-term warrants” and five tranches of “long-term warrants,” with the opportunity to purchase a maximum of 7.2 million shares of Class A common stock. The short-term warrants expired unexercised on September 1, 2025, at which point the long-term warrants became probable of vesting; the long-term warrants have an expiration date of September 1, 2027.

We recognized compensation expense considering the probability of and progress toward achieving the long-term warrant policy origination milestones. For the three months ended March 31, 2026 and 2025, we recognized compensation expense of \$1.9 million and zero, respectively. Warrant compensation expense is recorded in other insurance expense in the condensed consolidated statements of operations and comprehensive income. All of these warrants are out-of-the-money and, therefore, have no intrinsic value as of March 31, 2026.

Based on the probability of achieving certain policy origination milestones, unrecognized compensation cost is approximately \$5.9 million as of March 31, 2026. The weighted-average remaining compensation costs are expected to be recognized over a period of 1.50 years.

The following table provides the maximum remaining unrecognized compensation costs as of March 31, 2026, and other key terms of the warrants:

Warrants	Exercise Price	Shares Issued (in millions)	Unrecognized Compensation Costs (in millions)	Vesting Condition
Long-Term				
Tranche 1	\$ 180.00	1.4	\$ —	100,000 policy originations
Tranche 2	\$ 225.00	1.5	—	200,000 policy originations
Tranche 3	\$ 270.00	1.5	5.9	300,000 policy originations
Tranche 4	\$ 405.00	1.5	2.4	400,000 policy originations
Tranche 5	\$ 540.00	1.3	1.0	500,000 policy originations
Total Long-Term		7.2	\$ 9.3	

### *Employee Share-Based Compensation*

We maintain an equity incentive plan, or the Plan, for the issuance and grant of equity awards (restricted stock, service-based restricted stock units, performance-based restricted stock units, market-based restricted stock units, and incentive and nonqualified stock options) to our officers, directors, employees, and certain advisors. As of March 31, 2026, we had 1.3 million common shares available for issuance under the Plan.

The following table displays share-based compensation expense recorded in the condensed consolidated statements of operations and comprehensive income:

	Three Months Ended March 31,	
	2026	2025
(dollars in millions)		
Share-based compensation expense:		
Loss and loss adjustment expenses	\$ 1.2	\$ 0.6
Sales and marketing	0.3	0.2
Other insurance expense	0.4	0.3
Technology and development	2.2	1.3
General and administrative	6.9	4.0
Total share-based compensation expense	<u>\$ 11.0</u>	<u>\$ 6.4</u>

The unrecognized compensation cost and the remaining weighted-average period over which these costs are expected to be recognized for restricted stock units and unvested stock options as of March 31, 2026 is as follows:

	Service-based Restricted Stock Units	Performance-based Restricted Stock Units	Market-based Restricted Stock Units	Unvested Stock Options
(dollars in millions)				
Unrecognized compensation costs	\$ 33.3	\$ 39.0	\$ 0.2	\$ 0.1
Remaining weighted-average period cost is expected to be recognized (in years)	1.68	2.55	1.25	0.25

#### **Restricted Stock Units**

A summary of restricted stock units activity for the three months ended March 31, 2026 is as follows:

Restricted Stock Units	Three Months Ended March 31, 2026					
	Service-based Restricted Stock Units		Performance-based Restricted Stock Units		Market-based Restricted Stock Units	
	Number of Shares	Weighted-Average Grant Date Fair Value per Share	Number of Shares	Weighted-Average Grant Date Fair Value per Share	Number of Shares	Weighted-Average Grant Date Fair Value per Share
(in millions, except per share amounts)						
Unvested at January 1, 2026	0.6	\$ 47.81	0.4	\$ 93.78	0.3	\$ 5.43
Granted	0.4	44.87	0.4	44.33	—	—
Change due to performance criteria achievement	—	—	0.1	75.55	—	—
Vested	—	42.40	(0.1)	86.67	—	—
Forfeited, expired or canceled	—	82.34	—	—	—	—
Unvested at March 31, 2026	<u>1.0</u>	<u>\$ 46.47</u>	<u>0.8</u>	<u>\$ 66.52</u>	<u>0.3</u>	<u>\$ 5.43</u>

Additional information pertaining to restricted stock units for the three months ended March 31, 2026 and 2025 is as follows:

	Three Months Ended March 31,	
	2026	2025
(dollars in millions)		
<b>Service-based restricted stock units:</b>		
Total grant date fair value of awards granted	\$ 20.1	\$ 0.8
Total grant date fair value of awards vested	1.8	2.2
Total intrinsic value of awards vested	2.5	8.7
<b>Performance-based restricted stock units:</b>		
Total grant date fair value of awards granted	\$ 18.1	\$ —
Total grant date fair value of awards vested	10.8	—
Total intrinsic value of awards vested	7.7	—

### *Stock Options*

A summary of option activity for the three months ended March 31, 2026 is as follows:

Options	Three Months Ended March 31, 2026			
	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value
(in millions, except exercise price and term amounts)				
Outstanding and exercisable at January 1, 2026	0.1	\$ 34.80	2.28	\$ 5.1
Granted	—	—		
Exercised	—	0.65		1.5
Forfeited, expired or canceled	—	—		
Outstanding and exercisable at March 31, 2026	<u>0.1</u>	\$ 50.66	2.60	\$ 1.2

### 10. OTHER COMPREHENSIVE (LOSS) INCOME AND ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The following table presents the changes in our accumulated other comprehensive income (loss), or AOCI, for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
(dollars in millions)		
Beginning balance	\$ 3.9	\$ (2.3)
Other comprehensive (loss) income before reclassifications	(3.6)	3.0
Net realized gains on investments reclassified from AOCI to net income	0.1	—
Other comprehensive (loss) income	(3.5)	3.0
Ending balance	<u>\$ 0.4</u>	<u>\$ 0.7</u>

## 11. EARNINGS PER SHARE

The following table displays the computation of basic and diluted earnings per share, or EPS, for both Class A and Class B common stock for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
(in millions, except per share amounts)		
<b>Numerator:</b>		
Net income	\$ 35.9	\$ 18.4
Less: Undistributed income allocated to participating securities	1.7	0.9
Net income attributable to common shareholders	34.2	17.5
<b>Denominator:</b>		
Weighted-average common shares outstanding: basic (both Class A and B)	15.6	15.2
<b>Effect of dilutive securities:</b>		
Redeemable convertible preferred stock	0.8	0.8
Service-based restricted stock units	0.3	0.8
Market-based restricted stock units	0.3	0.3
Performance-based restricted stock units	0.1	—
Stock options	0.1	0.1
Weighted-average common shares outstanding: diluted (both Class A and B)	17.2	17.2
<b>Earnings per common share (both Class A and B):</b>		
Basic	\$ 2.19	\$ 1.15
Diluted	\$ 2.09	\$ 1.07

We excluded the following potentially dilutive common stock equivalents, presented based on amounts outstanding at each period end, from the computation of diluted EPS attributable to common shareholders for the periods indicated because including them would have had an anti-dilutive effect:

	Three Months Ended March 31,	
	2026	2025
(in millions)		
Service-based restricted stock units	0.2	—
Warrants to purchase common stock	7.5	7.5
Total	7.7	7.5

## 12. GEOGRAPHICAL BREAKDOWN OF GROSS PREMIUMS WRITTEN

Gross premiums written by state is as follows for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,			
	2026		2025	
	Amount	% of Total	Amount	% of Total
(dollars in millions)				
State:				
Texas	\$ 67.9	17.5 %	\$ 75.1	18.3 %
Georgia	46.4	11.9	46.5	11.3
Florida	39.6	10.2	31.1	7.6
California	35.0	9.0	25.7	6.3
Pennsylvania	21.3	5.5	23.7	5.8
Colorado	17.6	4.5	21.9	5.3
South Carolina	14.0	3.6	17.8	4.3
Arizona	12.0	3.1	13.6	3.3
Nevada	12.0	3.1	12.2	3.0
Oklahoma	8.8	2.3	10.0	2.4
All others states	114.4	29.3	133.2	32.4
Total	<u>\$ 389.0</u>	<u>100.0 %</u>	<u>\$ 410.8</u>	<u>100.0 %</u>

## 13. SUBSEQUENT EVENTS

In May 2026, we prepaid all of the outstanding principal balance of the Amended Term Loan with borrowings under a new senior secured term loan described below. The prepayment will result in a loss on extinguishment of debt of \$4.8 million, primarily related to accelerated amortization of debt discount and issuance costs and a prepayment premium.

In May 2026, we obtained a \$200.0 million senior secured term loan that matures in May 2029. We expect to incur approximately \$2.8 million of debt discount and issuance costs related to the new term loan, most of which will be capitalized and amortized over the life of the new term loan. The new term loan requires principal payments equal to approximately 1.0% of the original principal amount in each of the first two years following the closing date and 5.0% in the third year, with the unpaid balance due at maturity. Interest is variable and calculated between SOFR plus 3.0% and SOFR plus 3.75%, based upon the debt-to-capital ratio payable quarterly in cash.

In May 2026, we announced that our board of directors approved a share repurchase authorization of up to \$75.0 million of Class A common stock, or Repurchase Program. We may utilize various methods to effect repurchases, which could include open market purchases, privately negotiated transactions, block purchases, accelerated share repurchase agreements or a combination of methods, including pursuant to trading plans adopted under Rule 10b5-1 under the Securities Exchange Act of 1934. The Repurchase Program does not have a set expiration date and may be modified, suspended, or discontinued at any time at the discretion of our board of directors. The timing and amount of any repurchases under the Repurchase Program will depend upon several factors, including market and business factors.

## **Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements and the related notes and the discussion under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the Securities and Exchange Commission on February 25, 2026, or the 2025 10-K. This discussion, particularly information with respect to our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, includes forward-looking statements that involve risks and uncertainties as described under the heading “Special Note Regarding Forward-Looking Statements” in this Quarterly Report on Form 10-Q. You should review the disclosure under the heading “Risk Factors” in this Quarterly Report on Form 10-Q and in the 2025 10-K for a discussion of important factors that could cause our actual results to differ materially from those anticipated in these forward-looking statements.*

### **Our Business**

Root is a technology insurance company founded on the idea that car insurance rates should be based primarily on driving behaviors, not demographics. We are revolutionizing the archaic car insurance industry by using modern technology, telematics, and data science to offer fair, personalized rates to good drivers.

We believe our competitive advantage is derived from our ability to efficiently and effectively bind auto insurance policies quickly, through direct and partnership channels, aided by segmenting individual risk to price better drivers more fairly. Our customer experience is built for ease of use and a product offering made possible with our full-stack insurance structure. These are all uniquely integrated into a single cloud-based technology platform that captures the entire insurance value chain—from customer acquisition to underwriting to claims administration and ongoing customer engagement. This unified platform enhances pricing accuracy, strengthens operating efficiency, and supports a more seamless customer experience, while creating a defensible, technology- and data-driven advantage that compounds over time.

To scale the business, we aim to drive new customer growth and optimize unit economics via our two distribution channels: direct and partnership. The direct channel efficiently drives volume from high-intent customers by reaching them where they are already shopping for insurance, such as search engines or select marketplaces they actively use. The data science model continuously seeks to optimize bidding strategies that fine tunes our prices to strike a balance between offering a competitive price and achieving target unit economics. The partnership channel provides differentiated access to high intent customers, primarily in the automotive, financial services, and independent agent sectors. We build upon or within the mobile and web customer experiences of distribution partners to reach a captive customer base with an embedded solution, which can even remove the need for the customer to ever visit a Root website to purchase and bind a policy.

We use technology to drive efficiency across the organization within distribution, underwriting, policy administration, and claims. Although we believe we are priced adequately in a majority of the states in which we operate, our technology- and data-driven approach to pricing and underwriting allows for rapid response to macroeconomic trends and competitive dynamics through quick, timely, and appropriate rate actions. We continue to release iterations of our pricing models that incorporate enhanced telematics features, new rating variables, upgraded loss models, and improved risk segmentation. These enhancements strengthen our ability to select risks more precisely and maintain pricing accuracy as conditions evolve.

Claims operations remain a critical driver of our unit economics and long-term competitiveness. We continue to invest in automation, workflow optimization, and advanced analytical tools designed to improve accuracy, speed, and consistency in claims handling. Improvements to the claim process not only supports customer satisfaction but also reinforces the stability of loss ratios and improves long-term cost efficiency by reducing operating expenses.

Through continued investment in and diversification of our distribution channels, leveraging our proprietary technology and data science and focusing on partnerships with automotive, financial services, and independent agents, we believe this will position us for a sustainable, long-term and profitable path for growth.

As a full-stack insurance company, we currently employ a “capital-efficient” model, which utilizes a variety of reinsurance structures. These include excess of loss and quota share reinsurance. Excess of loss provides us with volatility protection against a portion of large individual losses or an aggregation of losses from catastrophes. Quota share provides, among other advantages, regulatory surplus relief for growing companies. We primarily utilize reinsurance to mitigate the impact of large losses or tail events. We continuously evaluate our utilization of third-party reinsurance in order to operate a capital-efficient business model. As our gross loss ratios have stabilized, we strategically reduced the utilization of external quota share to balance the cost of reinsurance with capital-efficiency. Over the long term, we expect to maintain the flexibility to modify our reinsurance program.

## **Recent Developments Affecting Comparability**

### **General Macroeconomic Factors**

Changing global economic conditions have led to inflationary pressures, supply chain disruptions, changes in interest rates and volatility in equity markets. In addition, economic uncertainty has risen as a result of geopolitical instability and changes in tariff policy. There remains uncertainty around the future of inflation. Elevated levels of inflation for an extended period could cause claims and claim expenses to increase, impact the performance of our investment portfolio, increase nonpayment cancellations or have other adverse effects, including variability in the competitive environment. We have also seen an increase in vehicle repair and medical costs, which are affected by inflation. These cost increases have resulted in greater claims severity. We continue to file in multiple states to establish rates that more closely follow the evolving loss cost trends. Fluctuations in interest rates could impact our cost of capital and may limit our ability to raise additional capital.

### **Comprehensive Reinsurance**

We have significantly reduced the utilization of reinsurance through a strategic reduction of external quota share. The changes to the reinsurance program aim to deliver improved economics. Our diversified approach to reinsurance allows us to optimize capital requirements while remaining flexible in response to changes in market conditions or changes specific to our own business. We may choose to amend, commute, and/or non-renew certain third-party reinsurance arrangements in the future, which may result in us retaining more or less of our business. To the extent we retain a larger share of our book of business, our capital requirements may increase.

## Key Performance Indicators

We regularly review a number of metrics, including the following key performance indicators, to evaluate our business, measure our performance, identify trends in our business, prepare financial projections and make strategic decisions. In addition to our financial results prepared in accordance with accounting principles generally accepted in the United States, or GAAP, we believe these non-GAAP and operational measures are useful in evaluating our performance. See the section titled “—Non-GAAP Financial Measures” for additional information regarding our use of direct contribution and adjusted EBITDA and their reconciliations to the most directly comparable GAAP measures.

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions, except premiums per policy)	
Policies in force	495,429	453,800
Premiums per policy	\$ 1,506	\$ 1,614
Premiums in force	\$ 1,492.2	\$ 1,464.9
Gross premiums written	\$ 389.0	\$ 410.8
Gross premiums earned	\$ 370.3	\$ 344.4
Gross profit	\$ 107.9	\$ 107.1
Net income	\$ 35.9	\$ 18.4
Direct contribution	\$ 140.5	\$ 127.1
Adjusted EBITDA	\$ 56.8	\$ 31.9
Net loss and LAE ratio	62.2 %	64.0 %
Net expense ratio	29.2 %	31.6 %
Net combined ratio	91.4 %	95.6 %
Gross loss ratio	54.5 %	56.1 %
Gross LAE ratio	7.1 %	6.7 %
Gross expense ratio	29.1 %	31.2 %
Gross combined ratio	90.7 %	94.0 %
Gross accident period loss ratio	58.8 %	54.5 %

### Policies in Force

We define policies in force as the number of current and active auto insurance policyholders underwritten by us as of the period end date. We view policies in force as an important metric to assess our financial performance because policy growth and retention drives our revenue growth, expands brand awareness, deepens our market penetration, and generates additional data to continue to improve the functioning of our platform.

### Premiums per Policy

We define premiums per policy as the ratio of gross premiums written on auto insurance policies in force at the end of the period divided by policies in force. We view premiums per policy as an important metric since the higher the premiums per policy, the greater the amount of earned premium we expect from each policy.

### **Premiums in Force**

We define premiums in force as premiums per policy multiplied by policies in force multiplied by two. We view premiums in force as an estimate of annualized run rate of gross premiums written as of a given period. Since our auto policies are six-month policies, we multiply this figure by two in order to determine an annualized amount of premiums in force. We view this as an important metric because it is an indicator of the size of our portfolio of policies as well as an indicator of expected earned premium over the coming 12 months. Premiums in force is not a forecast of future revenue nor is it a reliable indicator of revenue expected to be earned in any given period. We believe that our calculation of premiums in force is useful to investors and analysts because it captures the impact of fluctuations in customers and premiums per policy at the end of each reported period, without adjusting for known or projected policy updates, cancellations and non-renewals.

### **Gross Premiums Written**

We define gross premiums written as the total amount of gross premium on policies that were bound during the period less the prorated impact of policy cancellations. Gross premiums written includes direct premiums and assumed premiums. We view gross premiums written as an important metric because it is the metric that most closely correlates with changes in gross premiums earned. We use gross premiums written, which excludes the impact of premiums ceded to reinsurers, to manage our business because we believe that it reflects the business volume and direct economic benefit generated by our customer acquisition activities, which along with our underlying underwriting and claims operations (gross loss ratio and gross loss adjustment expense, or LAE), are the key drivers of our future profit opportunities. Additionally, premiums ceded to reinsurers can change significantly based on the type and mix of reinsurance structures we use, and, as such, we have the optionality to fully retain the premiums from customers acquired in the future.

### **Gross Premiums Earned**

We define gross premiums earned as the amount of gross premium that was earned during the period. Premiums are earned over the period in which insurance protection is provided, which is typically six months. Gross premiums earned includes direct premiums and assumed premiums. We view gross premiums earned as an important metric as it allows us to evaluate our premium levels prior to the impacts of reinsurance. It is the primary driver of our consolidated GAAP revenues. As with gross premiums written, we use gross premiums earned, which excludes the impact of premiums ceded to reinsurers to manage our business, because we believe that it reflects the business volume and direct economic benefit generated by our customer acquisition activities which, along with our underlying underwriting and claims operations (gross loss ratio and gross LAE), are the key drivers of our future profit opportunities.

### **Gross Profit**

We define gross profit as total revenue minus net loss and LAE and other insurance expense. We view gross profit as an important metric because we believe it is informative of the financial performance of our core insurance business.

### **Direct Contribution**

We define direct contribution, a non-GAAP financial measure, as gross profit excluding net investment income, net realized gains on investments, acquisition expenses which include report costs and commission expenses related to our partnership channel, and fixed expenses, which include certain warrant compensation expense related to policies originating through the integrated automobile insurance solution for Carvana's online buying platform, or Integrated Platform, overhead allocated based on headcount, or Overhead, and salaries, health benefits, bonuses, employee retirement plan-related expenses and employee share-based compensation expense, or Personnel Costs, licenses, professional fees and other expenses. Further impacts related to reinsurance are excluded, and these consist of ceded premiums earned, ceded loss and LAE, and net ceding commission and other. Net ceding commission and other is comprised of ceding commission received in connection with reinsurance ceded, partially offset by amortization of excess ceding commission, and other impacts of reinsurance ceded which are included in other insurance expense. After these adjustments, the resulting calculation is inclusive of only those gross variable costs of

revenue incurred on the successful acquisition of business. We view direct contribution as an important metric because we believe it measures profitability of our total policy portfolio prior to the impact of reinsurance.

See the section titled “—Non-GAAP Financial Measures” for a reconciliation of total revenue to direct contribution.

#### **Adjusted EBITDA**

We define adjusted EBITDA, a non-GAAP financial measure, as net income excluding interest expense, income tax expense, depreciation and amortization, share-based compensation, warrant compensation expense, restructuring charges, legal fees and other items that do not reflect our ongoing operating performance. After these adjustments, the resulting calculation represents expenses directly attributable to our operating performance. We use adjusted EBITDA as an internal performance measure in the management of our operations because we believe it provides management and other users of our financial information useful insight into our results of operations and underlying business performance. Adjusted EBITDA should not be viewed as a substitute for net income calculated in accordance with GAAP, and other companies may define adjusted EBITDA differently.

See the section titled “—Non-GAAP Financial Measures” for a reconciliation of net income to adjusted EBITDA.

#### **Net Loss and LAE Ratio**

We define net loss and LAE ratio, expressed as a percentage, as the ratio of net loss and LAE to net premiums earned. We view net loss and LAE ratio as an important metric because it allows us to evaluate loss trends as a percentage of net premiums, and we believe it is useful for investors to evaluate those separately from other operating expenses.

#### **Net Expense Ratio**

We define net expense ratio, expressed as a percentage, as the ratio of all operating expenses less loss and LAE and less fee income to net premiums earned. We view net expense ratio as important because it allows us to analyze our expense and acquisition trends, net of fee income, and allows investors to evaluate these expenses exclusive of our loss and LAE.

#### **Net Combined Ratio**

We define net combined ratio, expressed as a percentage, as the sum of net loss and LAE ratio and net expense ratio. We view net combined ratio as important because it allows us to analyze our underwriting result trends and is a key indicator of overall profitability and health of the overall business. We believe it is useful to investors to evaluate these components separately and in the aggregate when reviewing our underwriting performance. A net combined ratio under 100% indicates an underwriting profit, while a net combined ratio greater than 100% indicates an underwriting loss.

#### **Gross Loss Ratio**

We define gross loss ratio, expressed as a percentage, as the ratio of gross losses to gross premiums earned. Gross loss ratio excludes LAE. We view gross loss ratio as an important metric because it allows us to evaluate incurred losses and LAE separately prior to the impact of reinsurance.

#### **Gross LAE Ratio**

We define gross LAE ratio, expressed as a percentage, as the ratio of gross LAE to gross premiums earned. We view gross LAE ratio as an important metric because it allows us to evaluate incurred losses and LAE separately prior to the impact of reinsurance.

### **Gross Expense Ratio**

We define gross expense ratio, expressed as a percentage, as the ratio of gross operating expenses less loss and LAE and less fee income to gross premiums earned. We view gross expense ratio as important because it allows us to analyze the underlying expense base of the business and establish expense targets, prior to the impact of reinsurance. We believe gross expense ratio is useful for investors to further evaluate business health and performance, prior to the impact of reinsurance.

### **Gross Combined Ratio**

We define gross combined ratio, expressed as a percentage, as the sum of the gross loss ratio, gross LAE ratio and gross expense ratio. We view gross combined ratio as important because it allows us to evaluate financial performance and establish targets that we believe more closely reflect the underlying performance and profitability of the business prior to reinsurance. Further, we believe it is useful for investors to evaluate these components separately and in the aggregate when reviewing our gross underwriting performance. A gross combined ratio under 100% indicates an underwriting profit while a gross combined ratio greater than 100% indicates an underwriting loss, prior to the impact of reinsurance.

### **Gross Accident Period Loss Ratio**

Gross accident period loss ratio, expressed as a percentage, represents all losses and claims expected to arise from insured events that occurred during the applicable period regardless of when they are reported and finally settled divided by gross premiums earned for the same period. The gross accident period loss ratio is remeasured each reporting period to reflect updated estimates of ultimate losses as they develop. Changes to our loss reserves are the primary driver of differences between our gross accident period loss ratio and gross loss ratio. We believe that gross accident period loss ratio is useful in evaluating expected losses prior to the impact of reinsurance.

## **Components of Our Results of Operations**

### ***Revenue***

We generate revenue from net premiums earned, net investment income, net realized gains on investments, fee income and other income.

### **Net Premiums Earned**

Premiums written are deferred and earned pro rata over the policy period. Net premiums earned represents the earned portion of our gross premiums written, less the earned portion that is ceded to third-party reinsurers under our reinsurance agreements.

### **Net Investment Income**

Net investment income represents interest earned from our cash, cash equivalents, restricted cash and restricted cash equivalents, fixed maturities, and short-term investments less investment expenses. Investment expenses include costs associated with the management of our investment portfolio, including Personnel Costs. Net investment income also includes impairments related to low-income housing tax credits investments in limited liability entities to offset certain state premium taxes. These tax credits are recognized when utilized. Net investment income is directly correlated with the overall size of our cash and investment portfolio, market level of interest rates and changes in the fair value of our private equity investments. Net investment income will vary with the size and composition of our investment portfolio, market returns and the investment strategy.

### **Net Realized Gains on Investments**

Net realized gains on investments represents the difference between the amount received by us on the sale of an investment as compared to the investment's amortized cost basis.

### **Fee Income**

Fee income consists primarily of the flat fee we charge for installment payments which relates to the additional administrative costs associated with processing more frequent billings. These fees are recognized in the period in which we process the installment. We also charge policy fees, which are typically nonrefundable fees that are intended to reimburse a portion of the costs incurred to underwrite the policy. These fees are recognized ratably over the policy coverage period. Fee income also includes late payment fees that are collected from our policyholders. These fees are recognized in the period in which we process the late payment.

### **Other Income**

Other income is primarily comprised of revenue earned from distributing website and mobile application policy inquiry leads in geographies where we do not have a presence, recognized when we generate the lead.

### ***Operating Expenses***

Our operating expenses consist of loss and LAE, sales and marketing, other insurance expense, technology and development, and general and administrative expenses.

### **Loss and Loss Adjustment Expenses**

Loss and LAE include the costs incurred for claims, payments made and estimated future payments to be made to or on behalf of our policyholders, including expenses needed to adjust or settle claims, net of amounts ceded to reinsurers. Loss and LAE include an amount determined using adjuster determined case-base estimates for reported claims and actuarial determined unpaid claim estimates using past experience and historical emergence patterns for unreported losses and LAE. These reserves are a liability established to cover the estimated ultimate cost to settle insured losses. The unpaid loss estimates consider loss trends, mix of business, and other risk factors impacting claims settlement. The method used to estimate unpaid LAE liability is based on claims transaction data, including the relative cost of adjusting and settling a range of claim types from express material damage claims to more complex injury cases.

Loss and LAE are net of amounts ceded to reinsurers. We enter into reinsurance contracts to limit our exposure to potential losses as well as to provide additional capacity to write more business. These expenses are a function of the size and term of the insurance policies we write and the loss experience associated with the underlying risks. This includes an allowance for credit losses based on the probability of default and expected loss given default of a reinsurer. Loss and LAE may be paid out over a period of years.

Various other expenses incurred during claims processing are considered LAE. These amounts include Personnel Costs for claims-related employees, vendor expenses, software expense, internally developed software amortization, and Overhead.

### **Sales and Marketing**

Sales and marketing includes both acquisition and fixed expenses. We view direct performance marketing, experimental marketing, channel media, advertising and referral fees as acquisition expenses. We view sponsorship, Personnel Costs and Overhead related to our brand strategy, creative and business development activities, and certain data science activities as fixed expenses. Sales and marketing are expensed as incurred.

We plan to continue investing in and diversifying our marketing channels to attract and acquire new customers, increase our brand awareness, and expand our product offerings within certain markets. We expect that our sales and marketing will vary based upon the competitive environment and other investments in acquisition. Over the long term we expect it will decrease as a percentage of revenue as the proportion of renewals to our total business increases.

### **Other Insurance Expense**

Other insurance expense includes expenses primarily related to insurance and underwriting operations of the business and is comprised of acquisition, variable and fixed expenses. We view report costs and commission expenses related to our partnership channel as acquisition costs. We view premium taxes, credit card and policy processing expenses and premium write-offs as variable expenses. We view insurance license expenses, certain warrant compensation expenses related to policies originating through the integrated automobile insurance solution for Carvana's online buying platform, low-income housing tax credits which offset certain state premium taxes, Personnel Costs and Overhead related to actuarial and certain data science activities as fixed expenses.

We amortize a portion of our deferred policy acquisition costs including certain commissions related to our partnership channel, premium taxes, and report costs related to the successful acquisition of a policy. Tax credits are recognized when utilized. Other insurance expense is expensed as incurred, except for costs related to deferred policy acquisition costs that are capitalized and subsequently amortized over the same period in which the related premiums are earned. Warrant compensation expense is recognized on a pro-rata basis considering progress toward achieving milestones for policies originated through the Integrated Platform as defined under the Carvana commercial agreement.

These expenses are recognized net of ceding commissions earned from our quota share reinsurance agreements. The ceding commission provides for reimbursement of both direct and other periodic acquisition costs, including certain underwriting and marketing costs, and is presented as a reduction of other insurance expense.

### **Technology and Development**

Technology and development are fixed expenses that consist of software development costs related to our mobile app and homegrown information technology systems; third-party services related to infrastructure support; Personnel Costs and Overhead for engineering, product, technology, and certain data science activities; and amortization of internally developed software. Technology and development is expensed as incurred, except for development and testing costs related to internally developed software that are capitalized and subsequently amortized over the expected useful life. Over time, we expect technology and development to decrease as a percentage of revenue.

### **General and Administrative**

General and administrative are fixed expenses that primarily relate to external professional service expenses; Personnel Costs and Overhead for corporate functions; and depreciation expense for computers, furniture and other fixed assets. General and administrative expenses are expensed as incurred. We expect general and administrative expenses to decrease as a percentage of total revenue over time.

### ***Non-Operating Expenses***

Our non-operating expenses consist of interest expense and income tax expense and are included below operating expenses.

### **Interest Expense**

Interest expense primarily relates to interest incurred on our long-term debt, certain fees that are expensed as incurred and amortization of discount and debt issuance costs.

### **Income Tax Expense**

Income tax expense consists primarily of state income taxes in the United States. We have recorded United States federal and state net deferred tax assets for which we provide a full valuation allowance, which includes net operating loss carryforwards and tax credits.

## Results of Operations

### Comparison of the Three Months Ended March 31, 2026 and 2025

The following table presents our results of operations for the periods indicated:

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(dollars in millions)			
<b>Revenues:</b>				
Net premiums earned	\$ 363.7	\$ 321.3	\$ 42.4	13.2 %
Net investment income	8.7	8.7	—	— %
Net realized gains on investments	0.1	—	0.1	100.0 %
Fee income	20.3	18.7	1.6	8.6 %
Other income	0.7	0.7	—	— %
Total revenues	393.5	349.4	44.1	12.6 %
<b>Operating expenses:</b>				
Loss and loss adjustment expenses	226.2	205.6	20.6	10.0 %
Sales and marketing	27.3	51.5	(24.2)	(47.0)%
Other insurance expense	59.4	36.7	22.7	61.9 %
Technology and development	15.2	11.4	3.8	33.3 %
General and administrative	24.5	20.5	4.0	19.5 %
Total operating expenses	352.6	325.7	26.9	8.3 %
Operating income	40.9	23.7	17.2	72.6 %
Interest expense	4.8	5.3	(0.5)	(9.4)%
Income before income tax expense	36.1	18.4	17.7	96.2 %
Income tax expense	0.2	—	0.2	100.0 %
Net income	35.9	18.4	17.5	95.1 %
<b>Other comprehensive (loss) income:</b>				
Changes in net unrealized (losses) gains on investments	(3.5)	3.0	(6.5)	(216.7)%
Comprehensive income	\$ 32.4	\$ 21.4	\$ 11.0	51.4 %

### Revenue

#### Net Premiums Earned

Net premiums earned increased primarily due to an increase in policies in force as a result of continued growth in our partnership channel and reduced cessions of gross premiums earned to reinsurers between periods, partially offset by a decrease in premiums per policy resulting from a shift in customer and state mix.

During the three months ended March 31, 2026 and 2025, we ceded approximately 1.8% and 6.7% of our gross premiums earned, respectively. The change in cessions between periods was primarily driven by a strategic reduction of quota share reinsurance.

The following table presents gross premiums written, ceded premiums written, net premiums written, gross premiums earned, ceded premiums earned and net premiums earned for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
	(dollars in millions)			
Gross premiums written	\$ 389.0	\$ 410.8	\$ (21.8)	(5.3)%
Ceded premiums written	(5.6)	(18.8)	13.2	(70.2)%
Net premiums written	383.4	392.0	(8.6)	(2.2)%
Gross premiums earned	370.3	344.4	25.9	7.5 %
Ceded premiums earned	(6.6)	(23.1)	16.5	(71.4)%
Net premiums earned	\$ 363.7	\$ 321.3	\$ 42.4	13.2 %

Gross premiums written decreased for the three months ended March 31, 2026 primarily due to a decline in new writings in our direct channel as a result of lower direct performance marketing spend. This was primarily driven by slower growth during the tax refund season in the current year, compared to the prior year, which benefited from a pull-forward of demand driven by concerns around tariff policy. This was partially offset by continued growth in new writings in our partnership channel compared to the same period in 2025. The increase in gross premiums earned was primarily due to greater policies in force compared to the same period in 2025.

### **Operating Expenses**

#### **Loss and Loss Adjustment Expenses**

Loss and LAE increased due to additional losses incurred on increased gross premiums earned volume and reduced cessions of losses to reinsurers driven by a strategic reduction of quota share reinsurance for the three months ended March 31, 2026 compared to the same period in 2025. This volume-driven increase was partially offset by a reduction of loss and LAE reserves on prior periods due to lower than expected reported activity and the identification of additional subrogation opportunities resulting from model improvements.

Gross accident period loss ratio increased to 58.8% for the three months ended March 31, 2026, from 54.5% for the same period in 2025. The change in the ratio was driven by higher loss costs as a result of increased severity per claim due to higher vehicle repair and medical costs and a shift in channel mix. This was partially offset by business tenure mix and favorable weather-related losses. We observed a mid-single digit increase in accident period severity per claim and a low-single-digit increase in claim frequency for the three months ended March 31, 2026 compared to the same period in 2025 across our bodily injury, collision, and property damage coverages.

#### **Sales and Marketing**

Sales and marketing expense decreased due to lower acquisition expense driven by a \$24.8 million decrease in direct performance marketing spend. This reduction reflects a continued disciplined deployment of spend to optimize efficiency, while maintaining returns in line with our estimated targets. It was also influenced by slower new writing growth during the tax refund season in the current year, compared to the prior year, which benefited from a pull-forward of demand driven by concerns around tariff policy.

**Other Insurance Expense**

Other insurance expense increased primarily due to an increase in our acquisition expenses. This was driven by \$8.9 million greater commissions paid, increased amortization of deferred policy acquisition costs of \$2.5 million, and a \$2.2 million increase in partnership expenses related to the continued growth in our partnership channel, including the build-out and appointment of independent agents. We also experienced a \$4.6 million decrease in net ceding commission contra-expense as a result of a decline in ceded premiums written, largely attributable to a strategic reduction of quota share reinsurance. Fixed expenses increased primarily due to a \$1.9 million increase in Carvana warrant expense related to our outstanding warrant structure with Carvana. Variable expenses increased primarily due to a \$0.9 million increase in premium write-offs as a result of growth in earned premium.

**Technology and Development**

Technology and development expense increased primarily due to a \$3.5 million increase in Personnel Costs, driven by increased headcount which reflects a continued investment in our product delivery teams and technology.

**General and Administrative**

General and administrative expense increased primarily due to a \$3.6 million increase in Personnel Costs mainly driven by share-based compensation expenses relating performance-based restricted stock units and service-based restricted stock units under our equity incentive plan.

***Other Comprehensive Income*****Changes in Net Unrealized (Losses) Gains on Investments**

Changes in net unrealized (losses) gains on investments decreased primarily due to an increase in market interest rates and widening credit spreads during the quarter as a result of geopolitical instability, which negatively impacted the fair value of fixed maturity securities.

## Non-GAAP Financial Measures

The non-GAAP financial measures below have not been calculated in accordance with GAAP and should be considered in addition to results prepared in accordance with GAAP and should not be considered as a substitute for, or superior to, GAAP results. In addition, direct contribution and adjusted EBITDA should not be construed as indicators of our operating performance, liquidity or cash flows generated by operating, investing and financing activities, as there may be significant factors or trends that they fail to address. We caution investors that non-GAAP financial information, by its nature, departs from traditional accounting conventions. Therefore, its use can make it difficult to compare our current results with our results from other reporting periods and with the results of other companies.

Our management uses these non-GAAP financial measures, in conjunction with GAAP financial measures, as an integral part of managing our business and to, among other things: (1) monitor and evaluate the performance of our business operations and financial performance; (2) facilitate internal comparisons of the historical operating performance of our business operations; (3) facilitate external comparisons of the results of our overall business to the historical operating performance of other companies that may have different capital structures and debt levels; (4) review and assess the operating performance of our management team, including when determining incentive compensation; (5) analyze and evaluate financial and strategic planning decisions regarding future operating investments; and (6) plan for and prepare future annual operating budgets and determine appropriate levels of operating investments.

### Direct Contribution

For the definition of direct contribution and why management believes this measure provides useful information to investors, see “—Key Performance Indicators.”

The following table provides a reconciliation of total revenue to direct contribution for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions)	
Total revenue	\$ 393.5	\$ 349.4
Loss and loss adjustment expenses	(226.2)	(205.6)
Other insurance expense	(59.4)	(36.7)
Gross profit	107.9	107.1
Net investment income	(8.7)	(8.7)
Net realized gains on investments	(0.1)	—
Adjustments from other insurance expense <sup>(1)</sup>	38.5	22.2
Ceded premiums earned	6.6	23.1
Ceded loss and loss adjustment expenses	(1.9)	(10.4)
Net ceding commission and other <sup>(2)</sup>	(1.8)	(6.2)
Direct contribution	\$ 140.5	\$ 127.1

(1) Adjustments from other insurance expense consists of acquisition expenses, including report costs and commission expenses related to our partnership channel of \$32.7 million and \$19.7 million for the three months ended March 31, 2026 and March 31, 2025, respectively. Adjustments from other insurance expense also consists of fixed expenses, including warrant compensation expense related to policies originating through the Integrated Platform, Personnel Costs, Overhead, licenses, professional fees and other of \$5.8 million and \$2.5 million for the three months ended March 31, 2026 and March 31, 2025, respectively.

(2) Net ceding commission and other is comprised of ceding commissions received in connection with reinsurance ceded, partially offset by amortization of excess ceding commission and other impacts of reinsurance ceded.

## Adjusted EBITDA

For the definition of adjusted EBITDA and why management believes this measure provides useful information to investors, see “—Key Performance Indicators.”

The following table provides a reconciliation of net income to adjusted EBITDA for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions)	
Net income	\$ 35.9	\$ 18.4
Adjustments:		
Interest expense	4.6	5.1
Income tax expense	0.2	—
Depreciation and amortization	3.1	2.0
Share-based compensation	11.0	6.4
Warrant compensation expense	1.9	—
Other	0.1	—
Adjusted EBITDA	<u>\$ 56.8</u>	<u>\$ 31.9</u>

## Liquidity and Capital Resources

### General

Since inception, we have financed operations primarily through sales of insurance policies and the net proceeds we have received from our issuance of stock and debt. Cash generated from operations is highly dependent on being able to efficiently acquire and maintain customers while pricing our insurance products appropriately. We also receive cash dividends from our insurance subsidiaries, whose ability to declare and issue dividends is subject to regulatory restrictions and approval. We are continuously evaluating alternatives for efficiently funding our ongoing operations and reducing our cost of capital. We expect, from time to time, to engage in a variety of financing transactions for such purposes, including the issuance and repurchase of stock, and the issuance, refinancing, repayment, prepayment, redemption, retirement, or other modification or management of our debt.

Certain events may impact our liquidity, such as global economic conditions, geopolitical instability, and changes in tariff policy resulting in inflationary pressures, supply chain disruptions, changes in interest rates, changes in equity markets and our utilization of reinsurance. There remains uncertainty around the future of inflation; elevated levels of inflation for an extended period could cause claims and claim expenses to increase, impact the performance of our investment portfolio or have other adverse effects. Conditions in the capital and credit markets, including instability and uncertainty, as well as broader economic factors can also influence the returns, liquidity, valuation, and types of our investments. Additionally, fluctuations in interest rates could impact our cost of capital and may limit our ability to raise additional capital. We utilize reinsurance arrangements to mitigate the impact of large losses or catastrophic events.

Over time, our strategy continues to evolve and we may choose to amend, commute, and/or non-renew certain third-party reinsurance agreements, which may result in us retaining more or less of our business in the future. To the extent we retain a larger share of our book of business, our capital requirements may increase.

### Regulatory Considerations

We are organized as a holding company, but our primary operations are conducted by three of our wholly-owned insurance subsidiaries, Root Insurance Company and Root Property & Casualty Insurance Company, both Ohio-domiciled insurance companies, and Root Florida Insurance Company, a Florida-domiciled insurance

company. The payment of dividends by our insurance subsidiaries is subject to restrictions set forth in the insurance laws and regulations of the State of Ohio and the State of Florida. Our domestic insurance subsidiaries are not permitted to pay any dividends without approval of the applicable superintendent, commissioner and/or director. During the three months ended March 31, 2026, the Ohio Department of Insurance approved Root Insurance Company to distribute one extraordinary dividend. As a result, over that period, \$5.0 million was distributed to Caret Holdings, Inc., its parent company.

If our insurance subsidiaries' business grows, the amount of capital we are required to maintain to satisfy our risk-based capital requirements may increase significantly. To comply with these regulations, we may be required to maintain capital in the insurance subsidiaries that we would otherwise invest in our growth and operations. As of March 31, 2026, our insurance subsidiaries maintained a risk-based capital level that is in excess of an amount that would require any corrective actions on our part.

Our wholly-owned, Cayman Islands-based reinsurance subsidiary, Root Reinsurance Company, Ltd., or Root Re, maintains a Class B(iii) insurer license under Cayman Islands Monetary Authority, or CIMA. At March 31, 2026, Root Re was subject to compliance with certain capital levels and a net premiums earned to capital ratio up to 15:1, which we maintained as of March 31, 2026. The capital ratio can fluctuate at Root Re's election, subject to regulatory approval. Root Re's primary sources of funds are assumed insurance premiums, net investment income and capital contributions from the holding company. These funds are primarily used to pay claims and operating expenses and to purchase investments. Root Re must notify CIMA before it can pay any dividend to the holding company. During the three months ended March 31, 2026, Root Re paid a dividend of \$8.0 million to Caret Holdings, Inc.

### **Financing Arrangements**

In October 2024, we entered into the Amended Term Loan with the principal amount due and payable upon maturity on October 29, 2030. Interest is payable quarterly and determined on a floating interest rate calculated on the Secured Overnight Financing Rate, or SOFR, with a 1.0% floor, plus an applicable margin ranging from 5.25% to 6.00% based upon the debt-to-capital ratio payable quarterly.

In May 2026, we prepaid the Amended Term Loan in full. We entered into a senior secured term loan with a principal balance of \$200.0 million and a maturity date of May 2029. The senior secured term loan requires principal payments equal to 1.0% of the original principal amount in each of the first two years following the closing date and 5.0% in the third year, with the unpaid balance due at maturity. Interest is variable and calculated between SOFR plus 3.0% and SOFR plus 3.75%, based upon the debt-to-capital ratio payable quarterly in cash.

### **Share Repurchases**

In May 2026, we announced that our board of directors approved a share repurchase authorization of up to \$75.0 million of Class A common stock. We may utilize various methods to effect repurchases, which could include open market purchases, privately negotiated transactions, block purchases, accelerated share repurchase agreements or a combination of methods, including pursuant to trading plans adopted under Rule 10b5-1 under the Securities Exchange Act of 1934. The Repurchase Program does not have a set expiration date and may be modified, suspended, or discontinued at any time at the discretion of our board of directors. The timing and amount of any repurchases under the Repurchase Program will depend upon several factors, including market and business factors.

### **Liquidity**

As of March 31, 2026, we had \$597.2 million in cash and cash equivalents, of which \$311.6 million was held outside of regulated insurance entities. We also had \$467.1 million in marketable securities.

Our cash and cash equivalents primarily consist of bank deposits and money market funds. Our marketable securities primarily consist of United States Treasury and agency securities, municipal securities, corporate debt securities, and asset-backed securities.

We believe that our existing cash and cash equivalents, marketable securities and cash flow from operations will be sufficient to support short-term working capital and capital expenditure requirements for at least the next 12 months and for the foreseeable future thereafter. This belief is based on management's current assumptions and is subject to changes in market or regulatory conditions affecting the insurance industry, and other general economic, financial, competitive, and other factors that are beyond our control.

Our long-term capital requirements depend on many factors, including our insurance premium growth rate, rate adequacy, level of marketing spend, renewal activity, the timing and the amount of cash received from customers, the performance of our products, including the success of our partnership channel, loss cost trends, the timing and extent of spending to support development efforts, the introduction of new and enhanced products, the continuing market adoption of offerings on our platform, operating costs, and the ongoing uncertainty in global markets.

Through March 31, 2026, our debt covenants required cash and cash equivalents held in entities other than our insurance subsidiaries to be at least \$50.0 million. Upon execution of the senior secured term loan, we will be required to maintain cash and cash equivalents with the lender equal to 25% of the outstanding principal balance of the senior secured term loan.

Through prudent deployment of capital we believe we have sufficient resources, and access to additional debt and equity capital, to adequately meet our obligations as they come due.

### Cash Flows

The following table summarizes our cash flow data for the periods presented:

	Three Months Ended March 31,	
	2026	2025
	(in millions)	
Net cash provided by operating activities	\$ 9.3	\$ 26.8
Net cash used in investing activities	(86.6)	(13.8)
Net cash used in financing activities	(3.7)	(2.8)

Net cash provided by operating activities for the three months ended March 31, 2026 was \$9.3 million compared to \$26.8 million for the three months ended March 31, 2025. The decrease in cash provided by operating activities was due to changes in premiums not yet earned and loss and LAE reserves due to greater growth in policies in force in the three months ended March 31, 2025, compared to the same period in 2026. This was partially offset by the timing of premium receipts and higher net income between the periods.

Net cash used in investing activities for the three months ended March 31, 2026 was \$86.6 million compared to \$13.8 million for the three months ended March 31, 2025. The increase in cash used in investing activities was primarily due to using available cash to purchase investment grade marketable securities.

Net cash used in financing activities for the three months ended March 31, 2026 was \$3.7 million compared to \$2.8 million for the three months ended March 31, 2025. The increase in cash used in financing activities was primarily due to higher tax withholding obligations arising from the vesting of RSUs and performance-based RSUs during the three months ended March 31, 2026.

### **Material Cash Requirements from Contractual and Other Obligations**

There have been no material changes to our contractual and other obligations from those described in our 2025 10-K, except for the prepayment of the Amended Term Loan and issuance of a senior secured term loan as discussed in “Note 13, Subsequent Events,” in the Notes to Condensed Consolidated Financial Statements - Unaudited. We believe we have sufficient resources, and access to additional debt and equity capital, to adequately meet our obligations as they come due.

### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our financial condition, results of operations, liquidity or cash flows.

### **Critical Accounting Estimates**

Our financial statements are prepared in accordance with GAAP. The preparation of the condensed consolidated financial statements in conformity with GAAP requires our management to make a number of estimates and assumptions relating to the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the period. We evaluate our significant estimates on an ongoing basis, including, but not limited to, estimates related to reserves for loss and LAE, valuation allowance on our deferred tax assets, and the amount of reinsurance recoverable from reinsurance contracts. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

Our critical accounting estimates are described under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates,” in our 2025 10-K and under the heading “Notes to Condensed Consolidated Financial Statements - Unaudited” appearing in this Quarterly Report on Form 10-Q. During the three months ended March 31, 2026, there were no material changes to our critical accounting estimates from those discussed in our 2025 10-K.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

There have been no material changes in the quantitative and qualitative market risk disclosures included in the 2025 10-K.

**Item 4. Controls and Procedures.****Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of March 31, 2026.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Limitations on Effectiveness of Controls and Procedures**

Our management, including our principal executive officer and principal financial officer, do not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

## Part II. Other Information

### Item 1. Legal Proceedings.

From time to time, we are party to litigation and legal proceedings relating to our business operations. While the outcome of all legal actions is not presently determinable, we do not believe that we are party to any current or pending legal action that could reasonably be expected to have a material adverse effect on our financial condition or results of operations and cash flows.

There have been no material changes to the legal matter previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025.

**Item 1A. Risk Factors.**

There have been no material changes in our risk factors from those disclosed in the 2025 10-K. In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors discussed in Part I, Item 1A. "Risk Factors," in the 2025 10-K.

## **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

### ***Issuer Purchases of Equity Securities***

None.

### ***Dividend Policy***

We have never declared or paid cash dividends on our stock. We currently intend to retain all available funds and future earnings to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant.

### ***Dividend, Repurchase and Working Capital Restrictions***

We are a holding company that transacts a majority of its business through operating subsidiaries. Our regulated insurance subsidiaries are subject to restrictions on the dividends they may pay, which could impact our ability to pay dividends to stockholders in the future.

The payment of dividends by our insurance subsidiaries is subject to restrictions set forth in the insurance laws and regulations of the State of Ohio and the State of Florida. Our domestic insurance subsidiaries are not permitted to pay any dividends without approval of the applicable superintendent, commissioner and/or director. See the section titled “Risk Factors—Risks Related to Our Business—Failure to maintain our risk-based capital at the required levels could adversely affect our ability to maintain regulatory authority to conduct our business,” included in the 2025 10-K.

In addition, insurance regulators have broad powers to prevent a reduction of statutory surplus to inadequate levels, and there is no assurance that dividends of the maximum amount calculated under any applicable formula would be permitted. The supervisory Department of Insurance or Office of Insurance Regulation may, in the future, adopt statutory provisions more restrictive than those currently in effect.

Further, the Amended Term Loan includes covenants that require us to maintain certain levels of liquidity and restrict us from declaring or making cash dividend or other distributions and from repurchasing our common stock outside of the ordinary course of business or in excess of certain specified limits during the term of the Amended Term Loan.

**Item 3. Defaults Upon Senior Securities.**

Not applicable.

**Item 4. Mine Safety Disclosures.**

Not applicable.

**Item 5. Other Information.**

None of the Company's directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified, or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as each term is defined in Item 408 of Regulation S-K) during the Company's fiscal quarter ended March 31, 2026.

**Item 6. Exhibits.**

(a) Exhibits.

Exhibit Number	Description of Exhibit	Incorporation by Reference				
		Form	SEC File Number	Exhibit	Filing Date	Filed Herewith
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Root, Inc.</a>	8-K	001-39658	3.1	October 30, 2020	
3.2	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation of Root, Inc.</a>	8-K	001-39658	3.1	August 15, 2022	
3.3	<a href="#">Amended and Restated Bylaws of Root, Inc.</a>	10-K	001-39658	3.3	February 22, 2023	
3.4	<a href="#">Certificate of Designations of Series A Preferred Stock, filed with the Delaware Secretary of State on October 1, 2021</a>	8-K	001-39658	3.1	October 1, 2021	
4.1	<a href="#">Form of Class A common stock certificate of the Registrant.</a>	S-1/A	333-249332	4.1	October 20, 2020	
4.2	<a href="#">Common Stock Purchase Warrants, dated as of October 1, 2021, by and between Root, Inc. and Carvana Group, LLC</a>	8-K	001-39658	4.1	October 1, 2021	
4.3	<a href="#">Form of Common Stock Purchase Warrant (Tranche 1), dated January 26, 2022</a>	8-K	001-39658	4.1	January 27, 2022	
4.4	<a href="#">First Amendment to Form of Common Stock Purchase Warrant (Tranche 1), dated October 29, 2024</a>	10-Q	001-39658	4.5	October 30, 2024	
10.1#	<a href="#">Form of Root, Inc. 2020 Equity Incentive Plan Performance-Based RSU Award Grant Notice and Agreement (2026 Grant)</a>					X
10.2#	<a href="#">Form of Root, Inc. 2020 Equity Incentive Plan Performance-Based RSU Award Grant Notice and Agreement Retirement-Eligible (2026 Grant)</a>					X
10.3#	<a href="#">2026 Short-Term Incentive Plan</a>					X
31.1	<a href="#">Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
31.2	<a href="#">Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
32.1*	<a href="#">Certification of Principal 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.</a>					X
101.INS	Inline XBRL Instance Document					
101.SCH	Inline XBRL Taxonomy Extension Schema Document					
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					

104 Cover Page Interactive Data File (formatted as Inline XBRL  
and contained in Exhibit 101).

# Indicates management contract or compensatory plan.

\* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates them by reference.

**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 thereunto duly authorized.

Root, Inc.

Date: May 6, 2026

By: /s/ Alexander Timm  
Alexander Timm  
Chief Executive Officer and Director  
*(Principal Executive Officer)*

Date: May 6, 2026

By: /s/ Megan Binkley  
Megan Binkley  
Chief Financial Officer  
*(Principal Financial Officer)*

Date: May 6, 2026

By: /s/ Ryan Forish  
Ryan Forish  
Chief Accounting Officer  
*(Principal Accounting Officer)*

**ROOT, INC.**  
**2026 PERFORMANCE-BASED RSU AWARD GRANT NOTICE**  
**(2020 EQUITY INCENTIVE PLAN)**

Root, Inc. (the “*Company*”) has awarded to you (the “*Participant*”) the number of restricted stock units specified and on the terms set forth below in consideration of your services (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2020 Equity Incentive Plan (the “*Plan*”) and the Award Agreement (the “*Agreement*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: PARTICIPANT

Date of Grant: GRANT DATE

Target Number of Restricted Stock Units: TARGET SHARES GRANTED

**Vesting Schedule:** The RSU Award shall be earned and vest as set forth on Exhibit A.

**Issuance Schedule:** One share of Common Stock will be issued for each restricted stock unit, with the right to earn up to 200% of the target number, which vests at the time set forth in Section 5 of the Agreement.

**Participant Acknowledgements:** By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

**ROOT, INC. PARTICIPANT:**

By:

Signature Signature

Title: Date:

Date: GRANT DATE

**Attachments:** Award Agreement

**ROOT, INC.**  
**2020 EQUITY INCENTIVE PLAN**  
**AWARD AGREEMENT (Performance-Based RSU AWARD)**

As reflected by your Restricted Stock Unit Grant Notice (“*Grant Notice*”), Root, Inc. (the “*Company*”) has granted you a RSU Award under its 2020 Equity Incentive Plan (the “*Plan*”) for the number of performance-based restricted stock units as indicated in your Grant Notice (the “*RSU Award*”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the “*Agreement*”) and the Grant Notice constitute your “*RSU Award Agreement*”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

**1. GOVERNING PLAN DOCUMENT.** Your RSU Award is subject to all the provisions of the Plan. Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

**2. GRANT OF THE RSU AWARD.** This RSU Award represents your right to be issued on a future date the number of shares of the Company’s Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “*Restricted Stock Units*”). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

**3. DIVIDENDS.** You shall receive no benefit or adjustment to your RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

**4. WITHHOLDING OBLIGATIONS.**

(a) Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the “*Service Recipient*”) with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items associated with the grant or vesting of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the “*Tax Liability*”), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Liability. As further provided in Section 8 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Tax Liability in cash or cash equivalent in a form acceptable to the Company; (ii) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (iii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "*FINRA Dealer*"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient; and/or (v) any other method determined by the Company to be in compliance with Applicable Law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect, or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event it is determined that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(c) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and you will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates in your jurisdiction(s), in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities or to the Company and/or the Service Recipient. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

(d) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

## 5. DATE OF ISSUANCE.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with U.S. Treasury Regulations Section 1.409A-3(a) and will be construed and administered in such a manner. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each vested Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "*Original Issuance Date*."

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company’s policies (a “*10b5-1 Arrangement*)), and

(ii) either (1) a Tax Liability withholding obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Tax Liability withholding obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a “same day sale” commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Tax Liability in cash, then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with U.S. Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a “substantial risk of forfeiture” within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

**6. TRANSFERABILITY.** Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

**7. CORPORATE TRANSACTION.** Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

**8. NO LIABILITY FOR TAXES.** As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

**9. SEVERABILITY.** If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

**10. OTHER DOCUMENTS.** You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s Trading Policy.

**11. QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

**12. Clawback/Recovery.** The RSU Award will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts (including via inclusion in an employment, severance or similar agreement with you), to the extent applicable and permissible under Applicable Law. No recovery of compensation under such a clawback policy will be an event giving rise to your right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

**EXHIBIT A**  
**VESTING SCHEDULE**

The number of Restricted Stock Units that vest shall be determined in accordance with the following terms and conditions. Capitalized terms not otherwise defined herein have the meanings set forth in the Grant Notice, the Agreement or the Plan, as applicable.

- 1. Performance Period.** The “*Performance Period*” shall begin on January 1, 2026 and shall end on December 31, 2028 (the “*Scheduled Performance Period End Date*”). Notwithstanding the foregoing, in the event of a Change in Control prior to the Scheduled Performance Period End Date, the Performance Period shall be shortened and deemed to end immediately prior to the effective time of the Change in Control and the Award shall be treated as set forth in Section 4(a) of this Exhibit A.
- 2. Earning of Restricted Stock Units.** Restricted Stock Units will be earned and eligible to vest (the “Earned Units”), contingent upon achievement of the performance criteria during the Performance Period as described in Section 2(a) below.
  - (a) Performance Criteria.** For the purposes of this agreement, performance is subject to the achievement of both Policies-in-Force and Gross Accident Period Loss Ratio goals during the Performance period as outlined in the matrices set forth in **Appendix A**, as certified by the Compensation Committee. The Compensation Committee retains discretion to adjust the matrices as set forth in the Plan. If performance falls between any of the amounts set forth in the matrices, the number of Earned Units shall be determined by interpolation. Any portion of the target award not earned during the term of the Award based upon the Company’s actual performance as measured against the applicable performance criteria shall expire and be forfeited.
    - (i)** For the purposes of this Agreement, Policies-in-Force is defined as the number of current and active auto insurance policyholders underwritten by the Company as of the performance period
    - (ii)** For the purposes of this Agreement, Gross Accident Period Loss Ratio, expressed as a percentage, is defined as all losses and claims expected to arise from insured events that occurred during the applicable period regardless of when they are reported and finally settled divided by gross premiums earned for the same period.
  - (b) Annual Vesting Opportunity.** The Performance Period will consist of three subperiods ending on December 31st of 2026, 2027, and 2028 where a portion of the target award, as set forth in the table below, may be earned. Annual vesting opportunity is subject to the achievement of performance criteria as outlined in the matrices set forth in **Appendix A**. If performance is achieved at levels that fall in between the values set forth in the matrices, then linear interpolation shall be used to determine the achievement, except in the cases where performance is achieved at levels that fall in between a 0% payout and a non-0% payout at which point no units will be earned.

Earned units, if any, at the end of each subperiod shall vest in the first quarter of the following year on the date that the Compensation Committee certifies performance as set forth in Section 2(a). In the event that performance in subperiods 2 or 3 is achieved at a level lower than the prior subperiod, no shares will be earned in such subperiod, and the earned units in the prior subperiod, if any, will be unchanged.

Subperiod	Start Date	End Date	% of Target Award Eligible to be Earned
1	January 01, 2026	December 31, 2026	20%
2	January 01, 2026	December 31, 2027	55% (minus amount earned in subperiod 1)
3	January 01, 2026	December 31, 2028	200% (minus amount earned in subperiods 1 & 2)

### 3. Termination of Continuous Service

- (a) **Impact of Change in Control.** If, during the Performance Period, a Change in Control occurs, then the Performance Period will be shortened such that the Performance Period will end as of immediately prior to the Change in Control and will vest at the greater of target or, to the extent that any of the Performance Criteria are achieved on a prorated basis based on the number of days in the Performance Period that have elapsed prior to the Change in Control, as certified by the Compensation Committee within five business days prior to the Change in Control, such higher amount and the Earned Units will become immediately vested.
- (b) **Termination other than Change in Control.** If, during the Performance Period, the Participant terminates his or her Continuous Service for reasons other than a Change in Control, the Award shall be canceled and forfeited as of the date of such termination, except as may be set forth in a written employment or severance arrangement between the Participant and the Company.

**ROOT, INC.**  
**2026 PERFORMANCE-BASED RSU AWARD GRANT NOTICE**  
**(2020 EQUITY INCENTIVE PLAN)**

Root, Inc. (the “*Company*”) has awarded to you (the “*Participant*”) the number of restricted stock units specified and on the terms set forth below in consideration of your services (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2020 Equity Incentive Plan (the “*Plan*”) and the Award Agreement (the “*Agreement*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: PARTICIPANT

Date of Grant: GRANT DATE

Target Number of Restricted Stock Units: TARGET SHARES GRANTED

**Vesting Schedule:** The RSU Award shall be earned and vest as set forth on Exhibit A.

**Issuance Schedule:** One share of Common Stock will be issued for each restricted stock unit, with the right to earn up to 200% of the target number, which vests at the time set forth in Section 5 of the Agreement.

**Participant Acknowledgements:** By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

**ROOT, INC. PARTICIPANT:**

By:

Signature Signature

Title: Date:

Date: GRANT DATE

**Attachments:** Award Agreement

**ROOT, INC.**  
**2020 EQUITY INCENTIVE PLAN**  
**AWARD AGREEMENT (Performance-Based RSU AWARD)**

As reflected by your Restricted Stock Unit Grant Notice (“*Grant Notice*”), Root, Inc. (the “*Company*”) has granted you a RSU Award under its 2020 Equity Incentive Plan (the “*Plan*”) for the number of performance-based restricted stock units as indicated in your Grant Notice (the “*RSU Award*”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the “*Agreement*”) and the Grant Notice constitute your “*RSU Award Agreement*”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

**1. GOVERNING PLAN DOCUMENT.** Your RSU Award is subject to all the provisions of the Plan. Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

**2. GRANT OF THE RSU AWARD.** This RSU Award represents your right to be issued on a future date the number of shares of the Company’s Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “*Restricted Stock Units*”). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

**3. DIVIDENDS.** You shall receive no benefit or adjustment to your RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

**4. WITHHOLDING OBLIGATIONS.**

(a) Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the “*Service Recipient*”) with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items associated with the grant or vesting of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the “*Tax Liability*”), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Liability. As further provided in Section 8 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Tax Liability in cash or cash equivalent in a form acceptable to the Company; (ii) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (iii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "*FINRA Dealer*"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient; and/or (v) any other method determined by the Company to be in compliance with Applicable Law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect, or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event it is determined that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(c) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and you will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates in your jurisdiction(s), in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities or to the Company and/or the Service Recipient. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

(d) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

## 5. DATE OF ISSUANCE.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with U.S. Treasury Regulations Section 1.409A-3(a) and will be construed and administered in such a manner. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each vested Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "*Original Issuance Date*."

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company’s policies (a “*10b5-1 Arrangement*)), and

(ii) either (1) a Tax Liability withholding obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Tax Liability withholding obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a “same day sale” commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Tax Liability in cash, then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with U.S. Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a “substantial risk of forfeiture” within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

**6. TRANSFERABILITY.** Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

**7. CORPORATE TRANSACTION.** Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

**8. NO LIABILITY FOR TAXES.** As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

**9. SEVERABILITY.** If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

**10. OTHER DOCUMENTS.** You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s Trading Policy.

**11. QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

**12. Clawback/Recovery.** The RSU Award will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts (including via inclusion in an employment, severance or similar agreement with you), to the extent applicable and permissible under Applicable Law. No recovery of compensation under such a clawback policy will be an event giving rise to your right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

**EXHIBIT A**  
**VESTING SCHEDULE**

The number of Restricted Stock Units that vest shall be determined in accordance with the following terms and conditions. Capitalized terms not otherwise defined herein have the meanings set forth in the Grant Notice, the Agreement or the Plan, as applicable.

- 1. Performance Period.** The “*Performance Period*” shall begin on January 1, 2026 and shall end on December 31, 2028 (the “*Scheduled Performance Period End Date*”). Notwithstanding the foregoing, in the event of a Change in Control prior to the Scheduled Performance Period End Date, the Performance Period shall be shortened and deemed to end immediately prior to the effective time of the Change in Control and the Award shall be treated as set forth in Section 4(a) of this Exhibit A.
- 2. Earning of Restricted Stock Units.** Restricted Stock Units will be earned and eligible to vest (the “Earned Units”), contingent upon achievement of the performance criteria during the Performance Period as described in Section 2(a) below.
  - (a) Performance Criteria.** For the purposes of this agreement, performance is subject to the achievement of both Policies-in-Force and Gross Accident Period Loss Ratio goals during the Performance period as outlined in the matrices set forth in **Appendix A**, as certified by the Compensation Committee. The Compensation Committee retains discretion to adjust the matrices as set forth in the Plan. If performance falls between any of the amounts set forth in the matrices, the number of Earned Units shall be determined by interpolation. Any portion of the target award not earned during the term of the Award based upon the Company’s actual performance as measured against the applicable performance criteria shall expire and be forfeited.
    - (i)** For the purposes of this Agreement, Policies-in-Force is defined as the number of current and active auto insurance policyholders underwritten by the Company as of the performance period
    - (ii)** For the purposes of this Agreement, Gross Accident Period Loss Ratio, expressed as a percentage, is defined as all losses and claims expected to arise from insured events that occurred during the applicable period regardless of when they are reported and finally settled divided by gross premiums earned for the same period.
  - (b) Annual Vesting Opportunity.** The Performance Period will consist of three subperiods ending on December 31st of 2026, 2027, and 2028 where a portion of the target award, as set forth in the table below, may be earned. Annual vesting opportunity is subject to the achievement of performance criteria as outlined in the matrices set forth in **Appendix A**. If performance is achieved at levels that fall in between the values set forth in the matrices, then linear interpolation shall be used to determine the achievement, except in the cases where performance is achieved at levels that fall in between a 0% payout and a non-0% payout at which point no units will be earned.

Earned units, if any, at the end of each subperiod shall vest in the first quarter of the following year on the date that the Compensation Committee certifies performance as set forth in Section 2(a). In the event that performance in subperiods 2 or 3 is achieved at a level lower than the prior subperiod, no shares will be earned in such subperiod, and the earned units in the prior subperiod, if any, will be unchanged.

Subperiod	Start Date	End Date	% of Target Award Eligible to be Earned
1	January 01, 2026	December 31, 2026	20%
2	January 01, 2026	December 31, 2027	55% (minus amount earned in subperiod 1)
3	January 01, 2026	December 31, 2028	200% (minus amount earned in subperiods 1 & 2)

### 3. Termination of Continuous Service

- (a) **Impact of Change in Control.** If, during the Performance Period, a Change in Control occurs, then the Performance Period will be shortened such that the Performance Period will end as of immediately prior to the Change in Control and will vest at the greater of target or, to the extent that any of the Performance Criteria are achieved on a prorated basis based on the number of days in the Performance Period that have elapsed prior to the Change in Control, as certified by the Compensation Committee within five business days prior to the Change in Control, such higher amount and the Earned Units will become immediately vested.
- (b) **Impact of Retirement.** If, during the Performance Period the Participant terminates his or her Continuous Service by reason of Retirement, the Award shall remain outstanding and eligible to be earned and to vest pursuant to the foregoing provisions of this Exhibit A (including the provisions with respect to a Change in Control) and the number of Earned Units shall be equal to the number of Earned Units (if any) determined pursuant to the foregoing provisions of this Exhibit A based on the Company's actual performance as measured against the applicable performance criteria multiplied by a fraction, the numerator of which is the number of days in the Performance Period that the Participant was in Continuous Service with the Company and the denominator of which is 365. "Retirement" shall mean a termination of Continuous Service with the Company (including a termination by reason of death or Disability) that is not a termination for Cause and that occurs (i) upon or following the attainment of age of 55 with 10 years of service with the Company, (ii) more than six months following the date of grant of this Award and (iii) where the termination is initiated by the Participant, upon no less than six months' advance written notice by the Participant. "Retirement" shall not mean a termination of Continuous Service that results from an act or omission permitting the Compensation Committee to exercise its discretion to seek recovery of Incentive-Based Compensation under any of the clawback policies and provisions described in Section 12 of the Agreement.
- (c) **Termination other than Retirement.** If, during the Performance Period, the Participant terminates his or her Continuous Service for reasons other than a Retirement, the Award shall be canceled and forfeited as of the date of such termination, except as may be set forth in a written employment or severance arrangement between the Participant and the Company.

# Root Inc

## 2026 Root Short-Term Incentive Plan

This 2026 Short-Term Incentive Plan (the “Plan”) of Root, Inc. (the “Company”) covers the period from January 1, 2026 through December 31, 2026. The purpose of the Plan is to promote the success of the Company by rewarding eligible employees for outstanding business results and to motivate employees in a high-performance culture.

For 2026, incentive payments under the Plan will be awarded by a pool that is funded based on the measurement of identified company measure(s). Using this pool, leaders will be making awards to eligible employees based on their respective targets and performance ratings for the year.

Each eligible employee’s performance objectives may change from year to year as the Company continues to evolve and establish different priorities. The objectives will remain subject to the review and approval of the CEO and/or the Compensation Committee of the Board of Directors.

The Plan details are as follows:

### 1. Company Measures (funding the pool)

Measure	Weighting
Gross Written Premium Growth <sup>[1]</sup>	80%
Gross Combined Ratio <sup>1</sup>	20%

**Under the plan, Company performance may fund the pool up to 300%.** However, the pool will not be funded if Gross Written Premium Growth falls below a specified threshold or if the Gross Combined Ratio is above a specified threshold. The pool funding may also be adjusted based on predetermined qualitative factors. The Compensation Committee will assess the Company’s performance against the measures and predetermined qualitative factors and reserves the right to adjust pool funding at its discretion. The maximum payment which can be made under the Plan based on the measures above and individual performance is 300%.

### 2. Payout Schedule:

If approved, the 2026 payments under the Plan will be paid out during the first quarter of 2027.

### 3. Eligibility:

Eligibility for the Plan is role-specific, as determined and communicated by management. To qualify for a payment under the Plan, an employee must be:

- a. hired on or prior to September 30, 2026 working in an award-eligible role; and
- b. actively employed at the time the payment processing is initiated.

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<sup>[1]</sup> Gross Written Premium Growth and Gross Combined Ratio are defined in Exhibit A.

# Root Inc

## **4. Eligible Earnings:**

A payment will be based on the eligible employee's target expressed as a percentage of base salary and an individual performance factor between 0% and an amount that will not result in a total payout of more than 300% of the employee's target. Except where an employee has had a change to their target percentage during the year, payment will be made based on the employee's target percentage multiplied by base salary as of December 31, 2026, multiplied by the individual performance factor.

For an employee whose target percentage changed during the year, payment will be made based on the sum of (i) the employee's base salary immediately before the change to the target percentage multiplied by the prior target percentage and (ii) the employee's base salary as of December 31, 2026 multiplied by the year-end target percentage, with each such component prorated by the number of days in each period, multiplied by the individual performance factor. This does not include broader, role-specific target percentage increases or decreases. In the event of broader changes, the new target percentage will replace the existing target and will be applied retroactively.

For an employee whose role became newly award-eligible during the performance year when the employee was working in such role, payment will be made based on the employee's newly approved target percentage multiplied by base salary as of December 31, 2026, multiplied by the individual performance factor. If the employee has any subsequent target percentage changes during the performance year, then payment will be prorated as noted above.

Eligible earnings generally include all elements of base salary and hours worked including pay for regular hours worked, overtime, holidays, and PTO. Other bonus or incentive earnings are not included in eligible earnings for purposes of the Plan. Eligible earnings will also be prorated, based on hire date, for award-eligible employees that were not employed for the entire duration of the performance period.

## **5. Terms and Conditions:**

"Actively employed" means that the employee is a current employee of the Company.

The Company intends for the benefits provided under the Plan to comply with, or be exempt from, the requirements of Internal Revenue Code Section 409A, the state and federal Family Medical Leave Act, the Americans with Disabilities Act, USERRA, and all other applicable state and federal laws, and the Plan will be interpreted to that end. The Company reserves the right to amend the Plan as necessary to comply with applicable federal and state laws.

Payments made under the Plan are offered at the sole discretion of the Company. The Company reserves the right to change, modify, or eliminate any provision of the Plan at any time, without notice. The Plan is not intended as a contract or a contract of employment. All employment with the Company is "at will," which means that the Company or an employee may terminate the employment relationship at any time, with or without cause, and with or without notice.

## Exhibit A – Company Measures Defined

### Gross Written Premium Growth

We define gross written premium growth, as the growth in the total amount of gross premium on policies that were bound during the period less the prorated impact of policy cancellations. Gross written premiums growth includes direct premiums and assumed premiums. We view gross premiums written as an important metric because it is the metric that most closely correlates with changes in gross premiums earned. We use gross premiums written, which excludes the impact of premiums ceded to reinsurers, to manage our business because we believe that it reflects the business volume and direct economic benefit generated by our customer acquisition activities, which along with our underlying underwriting and claims operations (gross loss ratio and gross loss adjustment expense, or LAE), are the key drivers of our future profit opportunities. Additionally, premiums ceded to reinsurers can change significantly based on the type and mix of reinsurance structures we use, and, as such, we have the optionality to fully retain the premiums from customers acquired in the future.

### Gross Combined Ratio

We define gross combined ratio, expressed as a percentage, as the sum of the gross loss ratio, gross LAE ratio and gross expense ratio. We view gross combined ratio as important because it allows us to evaluate financial performance and establish targets that we believe more closely reflect the underlying performance and profitability of the business prior to reinsurance. Further, we believe it is useful for investors to evaluate these components separately and in the aggregate when reviewing our gross underwriting performance. A gross combined ratio under 100% indicates an underwriting profit while a gross combined ratio greater than 100% indicates an underwriting loss, prior to the impact of reinsurance. The Compensation Committee has the discretion to modify the definition of GCR for purposes of Root's STI payout for unusual and/or one-time items (potentially including but not limited to incremental expense related to STI and PSU payouts above plan, and potential release of valuation allowance on deferred tax assets) as they arise and determine the appropriateness of adjustments to GCR.

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Alexander Timm, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Root, 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: May 6, 2026

/s/ Alexander Timm

Alexander Timm

Chief Executive Officer and Director

*(Principal Executive Officer)*

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Megan Binkley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Root, 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: May 6, 2026

/s/ Megan Binkley

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Megan Binkley

Chief Financial Officer

*(Principal Financial Officer)*

**Certification of Chief Executive Officer and Chief Financial Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to the requirements set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code ("18 U.S.C. 1350"), Alexander Timm, Chief Executive Officer of Root, Inc. (the "Company") and Megan Binkley, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2026 to which this certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2026

/s/ Alexander Timm

Alexander Timm

Chief Executive Officer and Director

*(Principal Executive Officer)*

/s/ Megan Binkley

Megan Binkley

Chief Financial Officer

*(Principal Financial Officer)*

This certification accompanies this Quarterly Report on Form 10-Q. The certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Root, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in any such filing.