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

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**FORM S-3**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

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**ARGO GROUP INTERNATIONAL HOLDINGS, LTD.**

(Exact name of registrant as specified in its charter)

**Bermuda**  
(State or other jurisdiction of incorporation or organization)

**98-0214719**  
(I.R.S. Employer Identification No.)

**110 Pitts Bay Road**  
**Pembroke HM08, Bermuda**  
**(441) 296-5858**  
(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

**National Registered Agents, Inc.**  
**1015 15th Street, NW, Suite 1000**  
**Washington, DC 20005**  
**(800) 767-1553**  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

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**ARGO GROUP STATUTORY TRUST**

(Exact name of registrant as specified in its Certificate of Trust)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**74-6527228**  
(I.R.S. Employer Identification No.)

**c/o Argo Group US, Inc.**  
**175 East Houston Street, Suite 1300**  
**San Antonio, TX 78205**  
(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

**c/o Argo Group US, Inc.**  
**175 East Houston Street, Suite 1300**  
**San Antonio, TX 78205**  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

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**ARGO GROUP US, INC.**

(Exact name of registrant as specified in its Certificate of Formation)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**06-1183996**  
(I.R.S. Employer Identification No.)

**175 East Houston Street, Suite 1300**  
**San Antonio, TX 78205**  
(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

**175 East Houston Street, Suite 1300**  
**San Antonio, TX 78205**  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

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*Copies of all communications, including communications sent to agent for service, should be sent to:*

**Jay S. Bullock**  
**Executive Vice President and Chief Financial Officer**  
**Argo Group International Holdings, Ltd.**  
**110 Pitts Bay Road**  
**Pembroke HM08, Bermuda**  
**(441) 296-5858**

**Roger D. Rhoten**  
**Faegre Baker Daniels LLP**  
**311 S. Wacker Drive, Suite 4300**  
**Chicago, Illinois 60606**  
**(312) 356-5113**

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**Approximate date of commencement of proposed sale to the public:** From time to time on or after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

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If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

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

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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

Argo Group International Holdings, Ltd.	Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)
Common Shares, par value \$1.00 per share				
Preferred Shares, par value \$1.00 per share				
Debt Securities				
Warrants (3)				
Units (4)				
Depository Shares (5)				
Purchase Contracts (6)				
Trust Preferred Securities of Argo Group Statutory Trust				
Debt Securities of Argo Group US, Inc.				
Guarantees issued by Argo Group of Trust Preferred Securities (7)				
Guarantees issued by Argo Group of Argo Group US, Inc. Debt Securities (8)				

- (1) Omitted pursuant to General Instructions II.E of Form S-3. An indeterminate amount of securities is being registered as may from time to time be issued at indeterminate prices. Separate consideration may or may not be received for securities that are issuable upon exercise, conversion or exchange of other securities or that are issued in units. Securities registered by this registration statement may be offered and sold separately or together with other securities under this registration statement and may include hybrid securities consisting of a combination of features of any of the securities listed in the table.
- (2) In accordance with Rules 456(b) and 457(r), the Registrant is deferring payment of the Registration Fee.
- (3) Warrants may represent rights to purchase debt securities, preferred shares or common shares registered under this registration statement.
- (4) Each unit will be issued under a unit agreement or indenture and will represent an interest in one or more other securities registered by this registration statement, which may or may not be separable from one another.
- (5) To be represented by depositary receipts representing an interest in all or a specified portion of a common share or preferred share.
- (6) Purchase contracts may be issued separately or as units.
- (7) No separate consideration will be received for the guarantees of the trust preferred securities issued by the Argo Group Statutory Trust.
- (8) No separate consideration will be received for the guarantees of Argo Group US, Inc. debt securities.

PROSPECTUS



# **Argo Group International Holdings, Ltd.**

**Common Shares**

**Preferred Shares**

**Debt Securities**

**Warrants**

**Units**

**Depository Shares**

**Purchase Contracts**

**Hybrid Securities Combining Elements of the Foregoing**

## **ARGO GROUP STATUTORY TRUST**

**Trust Preferred Securities**

**Fully and Unconditionally Guaranteed to the Extent Provided in this  
Prospectus by Argo Group International Holdings, Ltd.**

## **ARGO GROUP US, INC.**

**Debt Securities**

**Fully and Unconditionally Guaranteed to the Extent Provided in this  
Prospectus by Argo Group International Holdings, Ltd.**

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Argo Group International Holdings, Ltd. may offer from time to time, in one or more offerings, any combination of its common shares, preferred shares, debt securities, warrants, units, depository shares, purchase contracts and hybrid securities combining elements of the foregoing.

Additionally, Argo Group Statutory Trust (the “Capital Trust”), a Delaware statutory trust, may offer and sell trust preferred securities. Argo Group International Holdings, Ltd. will guarantee the payments of dividends and payments on liquidation or redemption of the trust preferred securities as described in this prospectus or in an applicable prospectus supplement. Argo Group International Holdings, Ltd. will own the trust interests represented by the common securities to be issued by the Capital Trust.

Argo Group US, Inc. (“Argo US”), a Delaware corporation, may offer, from time to time, debt securities. Argo Group International Holdings, Ltd. will fully and unconditionally guarantee all payment obligations due on the debt securities issued by Argo US, as described in this prospectus and in an applicable prospectus supplement.

Argo Group International Holdings, Ltd. may also allow certain of its securityholders to sell certain of their securities using this prospectus and a prospectus supplement.

Argo Group International Holdings, Ltd., the Capital Trust or Argo US, as the case may be, will provide the specific terms of any offering of these securities in a supplement to this prospectus. The applicable prospectus supplement will also describe the specific manner in which Argo Group International Holdings, Ltd., the Capital Trust or Argo US will offer these securities and may also supplement, update or amend information contained in this prospectus. You should carefully read this prospectus and the applicable prospectus supplement, as well as the documents incorporated by reference herein or therein, before you invest in these securities.

Argo Group International Holdings, Ltd., the Capital Trust or Argo US may sell these securities on a continuous or delayed basis, directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. If any agents, dealers or underwriters are involved in the sale of any securities, the applicable prospectus supplement will set forth their names and any applicable commissions or discounts. Net proceeds of Argo Group International Holdings, the Capital Trust or Argo US from the sale of securities also will be set forth in the applicable prospectus supplement.

Argo Group International Holdings, Ltd.’s common shares are listed on the New York Stock Exchange under the symbol “ARGO.”

See “[Risk Factors](#)” on page 3 of this prospectus to read about factors you should consider before investing in these securities.

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Neither the United States Securities and Exchange Commission, any state securities commission, the Registrar of Companies in Bermuda, the Bermuda Monetary Authority (the “BMA”) nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus or any prospectus supplement. Any representation to the contrary is a criminal offense.

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The date of this prospectus is September 21, 2018.

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## ABOUT THIS PROSPECTUS

This prospectus is part of a joint registration statement filed by Argo Group International Holdings, Ltd., the Capital Trust and Argo US with the Securities and Exchange Commission (the “SEC”) using a shelf registration process. Under this shelf registration process, Argo Group International Holdings, Ltd., the Capital Trust, Argo US and selling securityholders may sell the securities described in this prospectus in one or more offerings in an amount to be determined on a future date and updated by way of a prospectus supplement.

This prospectus provides you with a general description of the securities that Argo Group International Holdings, Ltd., the Capital Trust, Argo US and selling securityholders may offer. Each time Argo Group International Holdings, Ltd., the Capital Trust or Argo US, as the case may be, use this prospectus to offer securities, Argo Group International Holdings, Ltd., the Capital Trust or Argo US, as the case may be, will provide you with a prospectus supplement that will describe the specific amounts, prices and terms of the securities being offered. The prospectus supplement may also supplement, update or change information contained in this prospectus. Therefore, if there is any inconsistency between the information in this prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement.

To understand the terms of the securities of Argo Group International Holdings, Ltd., the Capital Trust and Argo US, you should carefully read this prospectus and the applicable prospectus supplement. Together they give the specific terms of the securities that may be offered and sold pursuant to the joint registration statement to which this prospectus forms a part. You should also read the documents we have referred you to under “Where You Can Find More Information” and “Incorporation of Certain Information by Reference” below for information about us. The registration statement, including the exhibits thereto, can be read at the SEC’s website or at the SEC’s Public Reference Room as described under “Where You Can Find More Information.”

You should rely only on the information contained in this prospectus and the information to which we have referred you. None of Argo Group International Holdings, Ltd., the Capital Trust or Argo US has authorized anyone to provide you with different information. None of Argo Group International Holdings, Ltd., the Capital Trust or Argo US is making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any applicable prospectus supplement is accurate as of any date other than the date of the document.

The permission of the BMA is required, pursuant to the provisions of the Exchange Control Act 1972 and related regulations, for all issuances and transfers of shares of Bermuda companies to or from a non-resident of Bermuda for exchange control purposes, other than in cases where the BMA has granted a general permission. The BMA, in its notice to the public dated June 1, 2005, has granted a general permission for the issue and subsequent transfer of any securities of a Bermuda company from and/or to a non-resident of Bermuda for exchange control purposes for so long as the “Equity Securities” of the company (which includes our common shares) are listed on an “Appointed Stock Exchange” (which would include the New York Stock Exchange). The BMA and the Registrar of Companies in Bermuda accept no responsibility for the financial soundness of any proposal or for the correctness of any of the statements made or opinions expressed in this prospectus or in any prospectus supplement.

As noted above, for the purposes of Bermuda law, our shares are listed on an Appointed Stock Exchange (New York Stock Exchange) and, accordingly, under Bermuda law, it is not necessary to file this prospectus or any prospectus supplements with the Registrar of Companies or any other regulatory body in Bermuda.

Unless otherwise stated, currency amounts in this prospectus and any prospectus supplement are stated in United States dollars. All share amounts and per share data contained in this prospectus have been adjusted to reflect each of the 10% stock dividends of Argo Group International Holdings, Ltd. effected on June 15, 2016, March 16, 2015 and June 17, 2013, as well as the 15% stock dividend of Argo Group International Holdings, Ltd. effected on March 21, 2018.

The terms “Argo Group,” “Argo Holdings,” “we,” “us” and “our” as used in this prospectus refer to Argo Group International Holdings, Ltd. and its consolidated subsidiaries unless the context otherwise requires or as otherwise expressly set forth herein. References to the “Company” refer to Argo Group International Holdings, Ltd. References to the “Capital Trust” refer to Argo Group Statutory Trust. References to “Argo US” refer to Argo Group US, Inc. The phrase “this prospectus” refers to this prospectus and any applicable prospectus supplement, unless the context otherwise requires.

## **OUR COMPANY**

We are an international underwriter of specialty insurance and reinsurance products in the property and casualty market. We target niches where we can develop a leadership position and which we believe will generate superior underwriting profits. Our growth has been achieved both organically through an operating strategy focused on disciplined underwriting and as a result of strategic acquisitions.

Our operations include two ongoing business segments: U.S. Operations and International Operations.

Our U.S. Operations segment is a leader in Excess and Surplus Lines, focusing on U.S.-based risks that the standard (admitted) market is unwilling or unable to underwrite due to the unique risk characteristics of the insureds or the lack of insurers willing to offer such coverage because of the perils involved, the nature of the business, or the insured’s loss experience. U.S. Operations also targets business classes and industries with distinct risk profiles that can benefit from specially designed insurance programs, tailored loss control and expert claims handling. This segment serves its targeted niche markets with a narrowly focused underwriting profile and specialized knowledge of the businesses it serves.

Our International Operations segment specializes in insurance and reinsurance risks worldwide through the broker market, focusing on specialty property insurance, property catastrophe reinsurance, primary/excess casualty and professional liability insurance. This segment includes a multi-class Lloyd’s Syndicate platform and under the umbrella of International Specialty business, a strong Bermuda trading platform and growing businesses in Continental Europe and Brazil.

Our principal executive offices are located at 110 Pitts Bay Road, Pembroke HM08, Bermuda, and our telephone number is (441) 296-5858.

## **ARGO GROUP STATUTORY TRUST**

The Capital Trust is a statutory business trust created in August 2009 under Delaware law pursuant to (1) a declaration of trust executed by Argo Group International Holdings, Ltd., as sponsor of the Capital Trust, and the capital trustee for the Capital Trust and (2) the filing of a certificate of trust with the Delaware Secretary of State on August 13, 2009. The trust declaration will be amended and restated in its entirety. The restated trust declaration will be qualified as an indenture under the Trust Indenture Act of 1939, as amended.

The Capital Trust exists for the exclusive purposes of:

- issuing and selling the trust preferred securities and common securities that represent undivided beneficial interests in the assets of the Capital Trust;
- using the gross proceeds from the sale of the trust preferred securities and common securities to acquire a particular series of our junior subordinated debt; and
- engaging in only those other activities necessary or incidental to the issuance and sale of the trust preferred securities and common securities.

Argo Group International Holdings, Ltd. will directly or indirectly own all of the common securities of the Capital Trust. The common securities of the Capital Trust will rank equally, and payments will be made thereon, pro rata, with the preferred securities of the Capital Trust, except that, if an event of default under the restated declaration has occurred and is continuing, the rights of the holders of the trust common securities to payment in respect of distributions and payments upon liquidation, redemption and otherwise will be subordinated to the rights of the holders of the trust preferred securities. Unless otherwise disclosed in the applicable prospectus supplement, we will, directly or indirectly, acquire common securities having an aggregate liquidation amount equal to at least 3% of the total capital of the Capital Trust. The Capital Trust is a legally separate entity.

Unless otherwise disclosed in the related prospectus supplement, the Capital Trust will have a term of at least 20 but not more than 50 years, but may dissolve earlier as provided by the restated declaration of the Capital Trust. Unless otherwise disclosed in the applicable prospectus supplement, the Capital Trust's business and affairs will be conducted by the trustee(s) (the "Capital Trustee"), who will be appointed by Argo Group International Holdings, Ltd., as the direct or indirect holder of all of the trust common securities. The holder of the trust common securities will be entitled to appoint, remove or replace any of, or increase or reduce the number of, the Capital Trustees. The duties and obligations of the Capital Trustee will be governed by the restated declaration of the Capital Trust.

Unless otherwise disclosed in the related prospectus supplement, the Capital Trustee of the Capital Trust will be a financial institution that is not affiliated with us and has a minimum amount of combined capital and surplus of not less than \$50 million, which shall act as property trustee and as indenture trustee for the purposes of compliance with the provisions of the Trust Indenture Act, pursuant to the terms set forth in the applicable prospectus supplement. In addition, the Capital Trustee of the Capital Trust (which may be the property trustee, if it otherwise meets the requirements of applicable law) will have its principal place of business or reside in the State of Delaware. We will pay all fees and expenses related to the Capital Trust and the offering of preferred securities and common securities.

The initial Capital Trustee of the Capital Trust will be Wilmington Trust Company, whose office is located at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890. The principal executive office for the Capital Trust is c/o Argo Group US, Inc., 175 East Houston Street, Suite 1300, San Antonio, TX 78205. The telephone number of the Capital Trust is (210) 321-8400.

## **ARGO US**

Argo US is a corporation formed in Delaware and is an indirect wholly owned subsidiary of Argo Group International Holdings, Ltd., and is a holding company for all of our United States subsidiaries. The principal executive office of Argo US is 175 East Houston Street, Suite 1300, San Antonio, TX 78205. The telephone number of Argo US is (210) 321-8400.

Copies of the amended and restated certificate of incorporation and bylaws of Argo US will be included as exhibits to the registration statement of which this prospectus is a part.

## **RISK FACTORS**

Our business is subject to uncertainties and risks. You should carefully consider and evaluate all of the information included and incorporated by reference in this prospectus, including the risk factors incorporated by reference from our most recent annual report on Form 10-K, as updated by our subsequent quarterly reports on Form 10-Q and other filings we make with the SEC. It is possible that our business, financial condition, liquidity or results of operations could be materially adversely affected by any of these risks. The risks and uncertainties we have described are not the only ones we face. Additional risks and uncertainties not presently known to us or



that we currently deem immaterial may also affect our business operations. The applicable prospectus supplement for any securities Argo Group International Holdings, Ltd., the Capital Trust or Argo US may offer may contain a discussion of additional risks applicable to an investment in Argo Group International Holdings, Ltd., the Capital Trust or Argo US and the particular type of securities Argo Group International Holdings, Ltd., the Capital Trust or Argo US are offering under that prospectus supplement.

#### **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus and the documents incorporated by reference into this prospectus contain “forward-looking statements” within the meaning of the U.S. federal securities laws. From time to time, we may also provide oral or written forward-looking statements in other materials we release to the public. Forward-looking statements set forth our current expectations or forecasts of future events. You can identify these statements by forward-looking words such as “expect,” “anticipate,” “intend,” “plan,” “project,” “anticipate,” “believe,” “do not believe,” “aim,” “may,” “should,” “could,” “would,” “target,” “on track,” “continued,” “seek,” “will,” “likely,” “assume,” “estimate,” “predict,” “potential,” “outlook,” “guidance,” “objective,” “trends,” “future benefits,” “strategies,” “goals” and similar words or expressions of a future or forward-looking nature.

The forward-looking statements are based on our current expectations and our beliefs concerning future developments and their potential effects on us. Forward-looking statements are not guarantees of our future performance and involve risks, uncertainties and assumptions that may cause our actual results, performance or achievement to differ materially from the expectations we describe in our forward-looking statements. There can be no assurance that actual developments will be those anticipated in our forward-looking statements.

You should not rely on forward-looking statements. You should be aware that the factors we discuss in “Risk Factors,” elsewhere in this prospectus and in the documents we incorporate by reference, could cause our actual results to differ from future results expressed or implied by any forward-looking statements. We believe that these factors include, but are not limited to, the following: 1) unpredictability and severity of catastrophic events; 2) rating agency actions; 3) adequacy of our risk management and loss limitation methods; 4) cyclicalities of demand and pricing in the insurance and reinsurance markets; 5) statutory or regulatory developments including tax policy, reinsurance and other regulatory matters; 6) our ability to implement our business strategy; 7) adequacy of our loss reserves; 8) continued availability of capital and financing; 9) retention of key personnel; 10) competition; 11) potential loss of business from one or more major insurance or reinsurance brokers; 12) our ability to implement, successfully and on a timely basis, complex infrastructure, distribution capabilities, systems, procedures and internal controls, and to develop accurate actuarial data to support the business and regulatory and reporting requirements; 13) general economic and market conditions (including inflation, volatility in the credit and capital markets, interest rates and foreign currency exchange rates); 14) the integration of Ariel Re and other businesses we may acquire or new business ventures we may start; 15) the effect on our investment portfolios of changing financial market conditions including inflation, interest rates, liquidity and other factors; 16) acts of terrorism or outbreak of war; and 17) availability of reinsurance and retrocessional coverage, as well as management’s response to any of the aforementioned factors. In addition to causing our actual results to differ, these factors may cause our intentions to change from those that have been stated. Such changes in our intentions may also cause our actual results to differ. We may change our intentions at any time and without notice.

Forward-looking statements included or incorporated by reference in this prospectus, any applicable prospectus supplement or any document incorporated by reference are made as of the date of this prospectus, that prospectus supplement or such document incorporated by reference, as applicable, and we undertake no obligation to update them, except as required by law, whether as a result of new information, future events or otherwise

## USE OF PROCEEDS

Unless otherwise indicated in a prospectus supplement, we expect to use the net proceeds from the sale of the securities by Argo Group International Holdings, Ltd. and Argo US for general corporate purposes, principally for working capital to support continued growth in our insurance operations. The Capital Trust will use all proceeds from the sale of trust preferred securities to purchase our debt securities. Unless otherwise indicated in a prospectus supplement, we will not receive any proceeds from the sale of securities by any selling securityholder.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the periods indicated. The ratio of earnings to fixed charges is a measure of our ability to cover fixed costs with current period earnings. This information should be read in conjunction with the consolidated financial statements and the accompanying notes incorporated by reference in this prospectus.

	Six Months ending June 30, 2018	Year ended				
		December 31, 2017	December 31, 2016	December 31, 2015	December 31, 2014	December 31, 2013
Ratios of earnings to fixed charges	5.3:1	2.1:1	8.7:1	8.5:1	9.7:1	8.2:1

For the purposes of the ratio of earnings to fixed charges, earnings consist of earnings from continuing operations before provision for income taxes, plus fixed charges. Fixed charges consist of net interest expense and an assumed rental interest factor.

## DESCRIPTION OF SHARE CAPITAL

*In this section, “we,” “us,” and “our” refer to Argo Group International Holdings, Ltd. and not any of Argo Group International Holdings, Ltd.’s subsidiaries.*

We were incorporated as an exempted company limited by shares under the Bermuda Companies Act of 1981, as amended (the “Companies Act”). Accordingly, the rights of our shareholders are governed by Bermuda law and our memorandum of association and bye-laws. Our authorized share capital (capital stock) is 500,000,000 common shares par value \$1.00 per share and 30,000,000 preferred shares par value \$1.00 per share. No preferred shares are currently outstanding. References in this prospectus to our bye-laws refer to the Amended and Restated Bye-Laws of Argo Group International Holdings, Ltd.

### Preferred Shares

We may issue preferred shares in one or more series, as described below. The following briefly summarizes the provisions of our bye-laws that would be important to holders of our preferred shares. The following description may not be complete and you should refer to our amended and restated memorandum of association and bye-laws (copies of which are or will be included or incorporated by reference in the registration statement of which this prospectus forms a part), any applicable certificate of designation, preferences and rights or similar document, and any applicable resolution of our board of directors for complete information regarding the terms of the class or series of preferred shares described in a prospectus supplement.

The description of most of the financial and other specific terms of your series will be in the prospectus supplement accompanying this prospectus. Those terms may vary from the terms described here. As you read

this section, please remember that the specific terms of your series of preferred shares as described in your prospectus supplement will supplement and, if applicable, may modify or replace the general terms described in this section. If there are differences between your prospectus supplement and this prospectus, your prospectus supplement will control. Thus, the statements we make in this section may not apply to your series of preferred shares.

Reference to a series of preferred shares means all of the preferred shares issued as part of the same series under a certificate of designations filed as part of our restated articles of incorporation. Reference to your prospectus supplement means the prospectus supplement describing the specific terms of the preferred shares you purchase. The terms used in your prospectus supplement will have the meanings described in this prospectus, unless otherwise specified.

#### *Our Authorized Preferred Shares*

Our board of directors is empowered, without approval of our stockholders, to cause the preferred shares to be issued in one or more series, with the numbers of shares of each series and the powers, preferences and rights, and qualifications, limitations or restrictions of the series to be determined by it.

The prospectus supplement relating to the particular series of preferred shares will contain a description of the specific terms of that series as fixed by our board of directors, including, as applicable:

- the offering price at which we will issue the preferred shares;
- the title, designation of number of shares and stated value of the preferred shares;
- the dividend rate or method of calculation, the payment dates for dividends and the place or places where the dividends will be paid, whether dividends will be cumulative or noncumulative, and, if cumulative, the dates from which dividends will begin to cumulate;
- any conversion or exchange rights;
- whether the preferred shares will be subject to redemption and the redemption price and other terms and conditions relative to the redemption rights;
- any liquidation rights;
- any sinking fund provisions;
- any voting rights, which may include the right to vote, as a class or with other classes of capital stock, to elect one or more of our directors;

When we issue and receive payment for preferred shares, the shares will be fully paid and nonassessable, which means that its holders will have paid their purchase price in full and that we may not ask them to pay additional funds. Unless otherwise specified in the prospectus supplement relating to a particular series of preferred shares, each series of preferred shares will rank on a parity in all respects with each other series of preferred shares and prior to our common shares as to dividends and any distribution of our assets.

The rights of holders of the preferred shares offered may be adversely affected by the rights of holders of any other preferred shares that may be issued in the future. Our board of directors may cause preferred shares to be issued in public or private transactions for any proper corporate purposes and may include issuances to obtain additional financing in connection with acquisitions, and issuances to officers, directors and employees pursuant to benefit plans. Our board of directors' ability to issue preferred shares may discourage attempts by others to acquire control of us without negotiation with our board of directors, as it may make it difficult for a person to acquire us without negotiating with our board of directors.

## **Common Shares**

Subject to any preferred shares created by our board of directors, each outstanding common share is entitled to such dividends as our board of directors may declare from time to time out of funds that we can legally use to pay dividends.

Subject to the adjustment regarding voting set forth in “Voting Adjustments” below, each holder of our common shares is entitled to one vote for each common share and does not have any right to cumulate votes in the election of directors. In the event of our liquidation, dissolution or winding-up, holders of our common shares will be entitled to receive on a pro-rata basis any assets remaining after provision for payment of creditors and after payment of any liquidation preferences to holders of preferred shares. Holders of our common shares are not entitled to preemptive, redemption, or sinking fund rights. When we issue and receive payment for common shares, the shares will be fully paid and nonassessable, which means that its holders will have paid their purchase price in full and that we may not ask them to surrender additional funds.

As of September 20, 2018, we had 33,953,076 outstanding common shares.

The transfer agent and registrar for our common shares is American Stock Transfer & Trust Company.

Our common shares are listed on the New York Stock Exchange under the symbol “ARGO.” The common shares currently issued and outstanding are fully paid and non-assessable.

## **Certain Provisions of Our Bye-laws**

The following briefly summarizes the provisions of our bye-laws. The following description may not be complete and you should refer to our bye-laws, a copy of which is or will be included or incorporated by reference in the registration statement of which this prospectus forms a part, for a complete understanding of them. The following summary is qualified in its entirety by reference to our bye-laws.

### *Voting Adjustments*

Under our bye-laws, the voting power of all shares is automatically adjusted to the extent necessary so that there is no 9.5% U.S. Member (as defined below), provided that no one Member (as defined below) owns greater than 75% of the voting power of the issued shares of the Company determined without applying the following voting power adjustments or eliminations. Our board of directors shall from time to time, including prior to any time at which a vote of Members is taken, take all reasonable steps necessary to ascertain, through communications with Members or otherwise, whether there exists, or will exist at the time any vote of Members is taken, a Tentative 9.5% U.S. Member (as defined below). In the event that a Tentative 9.5% U.S. Member exists, the aggregate votes conferred by shares held by a Member and treated as Controlled Shares (as defined below) of that Tentative 9.5% U.S. Member shall be reduced to the extent necessary such that the Controlled Shares of the Tentative 9.5% U.S. Member will constitute less than 9.5% of the voting power of all issued and outstanding shares. In applying the previous sentence where shares held by more than one Member are treated as Controlled Shares of such Tentative 9.5% U.S. Member, the reduction in votes shall apply to such Members in descending order according to their respective Attribution Percentages (as defined below), provided that, in the event of a tie, the reduction shall apply pro rata to such Members. The votes of Members owning no shares treated as Controlled Shares of any Tentative 9.5% U.S. Member shall, in the aggregate, be increased by the same number of votes subject to reduction as described above provided however that no shares shall be conferred votes to the extent that doing so will cause any person to be treated as a 9.5% U.S. Member. Such increase shall be apportioned to all such Members in proportion to their voting power at that time, provided that such increase shall be limited to the extent necessary to avoid causing any person to be a 9.5% U.S. Member.

The adjustments of voting power described above shall apply repeatedly until there would be no 9.5% U.S. Member. Our board of directors may deviate from any of the principles described above and determine that

shares held by a Member shall carry different voting rights as it determines appropriate (1) to avoid the existence of any 9.5% U.S. Member or (2) to avoid adverse tax, legal or regulatory consequences to us, any of our subsidiaries, or any direct or indirect shareholder or its affiliates.

In addition, our board of directors may adjust a shareholder's voting rights to the extent that our board of directors determines that it is necessary in order to avoid adverse tax, legal or regulatory consequences to the Company, any subsidiary of the Company, or any other direct or indirect holder of shares or its affiliates, provided that no adjustment pursuant to this sentence shall cause any person to become a 9.5% U.S. Member.

*"Attribution Percentage"* means, with respect to a Member, the percentage of the Member's shares that are treated as Controlled Shares of a Tentative 9.5% U.S. Member.

*"Controlled Shares"* means all shares of the Company directly, indirectly or constructively owned by a person as determined pursuant to sections 957 and 958 of the Internal Revenue Code of 1986, as amended, of the United States (the "Code"), and the Treasury Regulations promulgated thereunder.

*"Member"* means a duly registered holder from time to time of the shares in the capital of the Company.

*"9.5% U.S. Member"* means a U.S. Person whose Controlled Shares constitute nine and one half percent (9.5%) or more of the voting power of all issued shares of the Company and who generally would be required to recognize income with respect to the Company under section 951(a)(1) of the Code, if the Company were a controlled foreign corporation as defined in section 957 of the Code and if the ownership threshold under section 951(b) of the Code were 9.5%.

*"Tentative 9.5% U.S. Member"* means a U.S. person that, but for adjustments or restrictions on exercise of the voting power of shares as described above, would be a 9.5% U.S. Member.

Our board of directors also has the authority under our bye-laws to request from any direct or indirect shareholder such information as may be reasonably requested for the purpose of determining whether any holder's voting rights are to be adjusted pursuant to the bye-laws. If a shareholder fails to respond to such a request or submits incomplete or inaccurate information in response to such a request, our board of directors, in its sole discretion, may determine that such holder's shares shall carry no voting rights until otherwise determined by our board of directors.

#### *Restrictions on Transfer*

Our bye-laws provide that if our board of directors determines that share ownership by any shareholder may result in any non-de minimis adverse tax, regulatory or legal consequences to the Company, any subsidiary of the Company, or any direct or indirect holder of shares or its affiliates, then it may decline to approve or register or permit the registration of such transfer of shares. In addition, our board of directors may in its absolute discretion decline to register a transfer of any share to more than four joint holders.

In addition, each transfer must comply with current BMA permission or have specific permission from the BMA. Transfers must be by instrument unless otherwise permitted by the Companies Act.

If our board of directors refuses to register a transfer in accordance with our bye-laws, it shall send written notice to the proposed transferor and transferee within 120 days after the date on which the transfer was delivered to the Company. The bye-laws also provide that our board of directors may suspend the registration of transfers at such time and for such periods as our board of directors may determine, provided that they may not suspend the registration of transfers for more than 30 days in any year.

### *Anti-Takeover Effects of Bye-laws*

Provisions of our bye-laws may delay or make more expensive or difficult unsolicited acquisitions or changes of our control. These provisions may also have the effect of making it more difficult for third parties to cause the replacement of our board of directors or current management without their agreement. We believe that these provisions will enable us to develop our business in a manner that will foster long-term growth without disruption caused by the threat of a takeover not thought by our board of directors to be in our best interests and the best interests of our stockholders.

Our bye-laws provide that our board of directors shall consist of not less than three nor more than thirteen directors, as determined by the Company by ordinary resolution, divided into three approximately equal classes (Class I, Class II, and Class III). Our board of directors currently is comprised of three class I directors whose term will expire at our 2020 annual general meeting, four class II directors whose term will expire at our 2021 annual general meeting and four class III directors whose term will expire at our 2019 annual general meeting. Nominations to our board of directors other than those made by our board of directors must be delivered to or mailed and received at the Company not less than 60 days prior to a general meeting of our shareholders. Directors may be removed, with or without cause, prior to the expiration of such director's term at a meeting of shareholders, provided that such director is given notice before the meeting and is given the opportunity to be heard at such meeting. The appointment or removal of a director requires the simple majority of votes entitled to vote thereon, represented in person or by proxy, at the general meeting at which the proposal is put forth. A special general meeting of shareholders may be convened by our board of directors or at the request of shareholders holding at the date of the delivery of the written notice of not less than 10% of the paid-up voting share capital of Argo Group.

As described above, any U.S. person owning, directly, indirectly or by attribution, more than 9.5% of our common shares will have the voting rights attached to such common shares reduced so that it may not exercise more than 9.5% of the total voting rights.

As described above, our board of directors also may decline to register the transfer of any shares if it believes that the transfer may expose us, any subsidiary of the Company, or any direct or indirect holder of shares or its affiliates to non-de minimis adverse tax, legal, or regulatory treatment or if any share is to be transferred to more than four joint holders. A transferor of our shares will be deemed to own the shares until the name of the transferee is entered on our register of members.

Subject to any resolution of our shareholders to the contrary, our board of directors shall have the power to appoint any person as a director to fill a casual vacancy on our board of directors, provided that the number of directors so appointed shall not exceed any maximum number determined by our shareholders in a general meeting of our shareholders and may also fill any vacancy caused by the removal of a director by our shareholders, provided that our shareholders have not elected or appointed any director at the meeting at which the director was removed or passed a resolution to the contrary.

Any amendment to our bye-laws or our memorandum of association shall be approved by our board of directors and decided on by an ordinary resolution of our shareholders.

### **Restrictions on Ownership Under Insurance Laws**

The application of various insurance laws in the jurisdictions in which our insurance subsidiaries are incorporated or commercially domiciled will be a significant deterrent to any person interested in acquiring control. The insurance holding company laws of each of the jurisdictions in which our insurance subsidiaries are incorporated or commercially domiciled, as well as state corporation laws, govern any acquisition of control of our insurance subsidiaries or of us. In general, these laws provide that no person or entity may directly or indirectly acquire control of an insurance company unless that person or entity has received the prior approval of

the insurance regulatory authorities. An acquisition of control would be presumed in the case of any person or entity who purchases 10% or more of our outstanding common shares, unless the applicable insurance regulatory authorities determine otherwise.

Pursuant to the Bermuda Insurance Act 1978 and its related regulations, a shareholder or prospective shareholder is responsible for notifying the BMA in writing of his becoming a shareholder controller, directly or indirectly, of 10%, 20%, 33% or 50% of Argo Group and ultimately its Bermudian insurance subsidiary, Argo Re Ltd. ("Argo Re"), within 45 days of becoming such a shareholder controller. Argo Re is also required to notify the BMA in the event of any person becoming or ceasing to be a controller (being a managing director, chief executive or other person in accordance with whose directions or instructions the directors of Argo Re are accustomed to act, including any person who holds, or is entitled to exercise, 10% or more of the voting shares or voting power or is able to exercise a significant influence over the management of Argo Re) or officer of the company. The BMA may serve a notice of objection on any controller of Argo Re if it appears to the BMA that the person is no longer fit and proper to be such a controller.

### **Differences in Corporate Law**

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

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

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

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

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

*Indemnification of Directors and Officers.* Pursuant to our bye-laws (which are governed by Bermuda law), we shall indemnify our directors and officers against all actions, costs, charges, losses, damages and expenses incurred or sustained by such person by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts; provided that such indemnification shall not extend to any matter in respect of any fraud or dishonesty which may attach to such director or officer. Under Delaware law, a corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in defense of an action, suit or proceeding by reason of such position if (i) such director or officer acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, (ii) with respect to any criminal action or proceeding, such director or officer had no reasonable cause to believe his or her conduct was unlawful.

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



stockholder list and its other books and records for any purpose reasonably related to such person's interest as a stockholder.

## DESCRIPTION OF ARGO GROUP DEBT SECURITIES

The following description of the debt securities sets forth certain general terms and provisions of such debt securities to which this prospectus and any prospectus supplement may relate, and such description does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the applicable indentures, including the supplemental indentures or officers' certificates to be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part. The particular terms of any series of debt securities and the extent to which the general provisions may apply to a particular series of debt securities will be described in a prospectus supplement relating to that series. We may issue senior debt securities or subordinated debt securities under indentures with a trustee to be chosen by us and qualified to act under the Trust Indenture Act of 1939, as amended. In addition, we may issue junior subordinated debt securities to the Capital Trust in connection with the issuance of trust preferred securities and common securities by the Capital Trust.

The material provisions of the Argo Group indentures are summarized below. The summary is not complete. Our senior debt securities are to be issued under an indenture (the "Argo Group senior indenture"), the form of which is filed as an exhibit to this registration statement of which this prospectus forms a part. Our subordinated debt securities are to be issued under an indenture (the "Argo Group subordinated indenture"), the form of which is filed as an exhibit to this registration statement of which this prospectus forms a part. The senior indenture and the subordinated indenture are sometimes referred to herein, collectively, as the "Argo Group indentures" and each, individually, as an "Argo Group indenture." You should read the Argo Group indentures for provisions that may be important to you. In this section, references to "we," "us" and "our" refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires.

Because we have included only a summary of the material indenture terms, you must read the Argo Group indentures (including any supplemental indenture or officers' certificate filed with respect thereto) in full to understand every detail of the terms of the debt securities.

### General

We may issue debt securities from time to time in one or more series without limitation as to aggregate principal amount. The senior debt securities will be unsecured and unsubordinated obligations and will rank equally and ratably with our other unsecured and unsubordinated obligations. The subordinated debt securities will be unsecured obligations and will be subordinated in right of payment, as set forth in the Argo Group subordinated indenture, to the prior payment in full of our existing and future senior indebtedness.

Unless otherwise indicated in the prospectus supplement, principal of, premium, if any, and interest on the debt securities will be payable, and the transfer of debt securities will be registrable, at any office or agency maintained by us for that purpose. Unless otherwise indicated in the applicable prospectus supplement, the debt securities will be issued only in denominations of \$1,000 or integral multiples thereof. No service charge will be made for any registration of transfer or exchange of the debt securities, but we may require you to pay a sum sufficient to cover any tax or other governmental charge imposed in connection with the transfer or exchange.

We will prepare a prospectus supplement for each series of debt securities that we issue. Each prospectus supplement will set forth the applicable terms of the debt securities to which it relates. These terms will include some or all of the following:

- the designation of debt securities, including CUSIP numbers if available;

- the aggregate principal amount of such debt securities and any limit on the aggregate principal amount of the debt securities or the series of which they are a part;
- the date or dates or the method or methods, in any, by which such date or dates will be determined on which the principal of any of the debt securities will be payable;
- the rate or rates, which may be fixed or variable, at which the debt securities will bear interest, if any, the date or dates from which any interest will accrue, the interest payment dates on which any interest will be payable and the record date for any such interest payable;
- any right we may have to defer payments of interest on the debt securities;
- whether, and to what extent, the debt securities will be subordinated in right of payment to other of our indebtedness;
- the place or places where the principal of and any premium and interest on any of such debt securities will be payable, any of such series of debt securities that are issued in registered form may be surrendered for registration of transfer or exchange, and any such debt securities may be surrendered for conversion or exchange;
- the period or periods within which, the price or prices at which and the terms and conditions upon which the debt securities may be redeemed, in whole or in part, at our option;
- the collateral, if any, securing such debt securities, and the guarantors, if any, who will guarantee such debt securities, or the methods of determining such collateral, if any, and such guarantors, if any;
- the obligation, if any, we have to redeem, purchase or repay the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder and the period or periods within which, the price or prices at which and the terms and conditions upon which we will redeem, purchase or repay, in whole or in part, the debt securities pursuant to such obligation;
- the denominations in which any of the debt securities will be issuable, if other than denominations of \$1,000 and any integral multiple thereof;
- if the amount of principal, premium, if any, or interest on any of the debt securities may be determined with reference to an index, the manner in which such amounts will be determined;
- if other than the currency of the United States, the currency, currencies or currency units in which the principal, premium, if any, or interest on any of the debt securities will be payable;
- if the principal, premium, if any, or interest on any of the debt securities is to be payable, at our election or the election of the holder, in one or more currencies other than those in which the debt securities are stated to be payable, the currencies in which payment of the principal, premium, if any, and interest on the debt securities as to which such election is made will be payable, the periods within which and the terms and conditions upon which such election is to be made and the amount so payable;
- if other than the entire principal amount thereof, the portion of the principal amount of debt securities which will be payable upon declaration of acceleration of the maturity thereof;
- if the principal amount payable at the stated maturity of any of the debt securities is not determinable upon original issuance, the amount which will be deemed to be the principal amount of the debt securities for any other purpose thereunder or under the applicable indentures, including the principal amount which will be due and payable upon any maturity, other than the stated maturity, or which will be deemed to be outstanding as of any date (or, in any such case, any manner in which such principal amount is to be determined);
- if the debt securities will be issued in whole or in part in the form of a book-entry security as described in the section of this prospectus captioned “Description of Argo Group Debt Securities—Global Debt Securities,” the depository we appointed or its nominee with respect to the debt securities and the circumstances under which the book-entry security may be registered for transfer or exchange or authenticated and delivered in the name of a person other than the depository or its nominee;

- any material United States federal income tax consequences applicable to the debt securities, including any debt securities denominated and made payable, as described in the prospectus supplements, in foreign currencies, or units based on or related to foreign currencies;
- any material Bermuda tax consequences applicable to the debt securities, including any debt securities denominated and made payable, as described in the prospectus supplements, in foreign currencies, or units based on or related to foreign currencies;
- any proposed listing of the debt securities on a securities exchange;
- the applicability of the provisions described in the section of this prospectus captioned “Description of Argo Group Debt Securities—Defeasance and Covenant Defeasance”;
- any deletions from, modifications of or additions to the events of default applicable to any of the debt securities and any change in the right of an indenture trustee or the holders to declare the principal amount of any debt securities due and payable;
- any deletions from, modifications of or additions to the covenants applicable to any debt securities; and
- any other terms of the debt securities or the guarantees, which terms may modify or delete any provision of the applicable indentures insofar as it applies to such series; provided that no term of the Argo Group indentures may be modified or deleted if imposed under the Trust Indenture Act of 1939, as amended, and that any modification or deletion of the rights, duties or immunities of the indenture trustee shall have been consented to in writing by the indenture trustee.

We may offer and sell the debt securities as original issue discount securities at a substantial discount below their stated principal amount. The prospectus supplement will describe the U.S. federal income tax consequences and other special considerations applicable to original issue discount securities and any debt securities the federal tax laws treat as having been issued with original issue discount. “Original issue discount securities” means any debt security which provides for an amount less than its principal amount to be due and payable upon the declaration of acceleration of the maturity of the debt security upon the occurrence and continuation of an event of default.

The Argo Group indentures do not contain covenants or other provisions designed to afford holders of the debt securities protection in the event of a highly leveraged transaction, change in credit rating or other similar occurrence.

The above is not intended to be an exclusive list of the terms that may be applicable to any debt securities and we are not limited in any respect in our ability to issue debt securities with terms different from or in addition to those described above or elsewhere in this prospectus, provided that the terms are not inconsistent with the applicable indenture.

#### **Global Debt Securities**

Notes may be issued in the form of one or more fully registered global securities which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York (the “Depository” or “DTC”) and registered in the name of Cede & Co., the Depository’s nominee. Beneficial interests in the global securities may be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Depository.

Investors may elect to hold interests in the global securities through the Depository, if they are participants in such systems, or indirectly through organizations which are participants in such systems. Except as described below, the global securities may be transferred, in whole and not in part, only to another nominee of the Depository or to a successor of the Depository or its nominee.

So long as the Depositary or its nominee is the registered owner of the global securities, the Depositary or its nominee, as the case may be, will be considered the sole owner or holder of the notes represented by the global securities for all purposes under the applicable indenture. Except as provided below, owners of beneficial interests in the global securities will not be entitled to have notes represented by the global securities registered in their names, will not receive or be entitled to receive physical delivery of notes in definitive form, and will not be considered the owners or holders thereof under the applicable indenture.

Principal and interest payments on notes registered in the name of the Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owner of the global securities. None of Argo Group, the trustee, any paying agent, or registrar for the notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in the global securities or for maintaining, supervising, or reviewing any records relating to those beneficial interests.

We expect that the Depositary or its nominee, upon receipt of any payment of principal or interest, will credit the participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global securities as shown on the records of the Depositary or its nominee. We also expect that payments by participants to owners of beneficial interests in the global securities held through these participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name." The participants are responsible for the standing instructions and customary practices governing beneficial interests.

The Depositary and the direct and indirect participants will send notices and communications to direct and indirect participants and beneficial owners, as the case may be, in accordance with the arrangements governing their relationships, subject to any statutory or regulatory requirements as may be in effect from time to time.

DTC has provided us the following information: DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934 (the "Exchange Act"). DTC holds and provides asset servicing for U.S. and non-U.S. equity, corporate and municipal debt issues and money market instruments that DTC's participants, referred to as "direct DTC participants," deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between direct participants' accounts, thereby eliminating the need for physical movement of certificates. Direct DTC participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation, which is owned, in part, by a number of direct DTC participants. Indirect access to the DTC system is also available to others, referred to as "indirect DTC participants," for example, securities brokers and dealers, banks, trust companies and clearing corporations, that clear through or maintain a custodial relationship with a direct DTC participant, either directly or indirectly. DTC rules applicable to direct and indirect participants are on file with the SEC.

Beneficial interests in a global security will be shown on, and transfers of beneficial interests in the global security will be made only through, records maintained by DTC and its participants, both direct and indirect. When you purchase debt securities through the DTC system, the purchases must be made by or through a direct DTC participant, which will receive credit for the debt securities in its account on DTC's records. When you actually purchase the debt securities, you will become their beneficial owner. Your ownership interest will be recorded only on the direct or indirect DTC participants' records. DTC will have no knowledge of your individual ownership of the debt securities. DTC's records will show only the identity of the direct DTC participants and the amount of the debt securities held by or through them. You will not receive a written confirmation of your purchase or sale or any periodic account statement directly from DTC. You should instead receive these confirmations and account statements from the direct or indirect DTC participant through which

you purchase the debt securities. The direct or indirect DTC participants are responsible for keeping accurate account of the holdings of their customers. The trustee will wire payments on the debt securities to the DTC nominee that is the registered holder of the debt securities. The trustee and we will treat DTC or its nominee as the owner of each global security for all purposes. Accordingly, the trustee, any paying agent, and we will have no direct responsibility or liability to pay amounts due on a global security to you or any other beneficial owners in that global security. Any redemption notices will be sent by us directly to DTC, which will, in turn, inform the direct or indirect DTC participants, which will then contact you as a beneficial holder.

Under the rules, regulations and procedures creating and affecting DTC and its operations, DTC is required to make book-entry transfers between direct DTC participants on whose behalf it acts with respect to the debt securities and is required to receive and transmit distributions of principal of and premium, if any, and interest on the debt securities. Direct and indirect DTC participants with which investors have accounts with respect to the debt securities similarly are required to make book-entry transfers and receive and transmit payments on behalf of their respective investors.

As DTC can only act on behalf of direct DTC participants, who in turn act on behalf of indirect DTC participants and certain banks, the ability of a person having a beneficial interest in a security held in DTC to transfer or pledge that interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of that interest, may be affected by the lack of a physical certificate representing that interest. The laws of some states of the United States require that certain persons take physical delivery of securities in definitive form in order to transfer or perfect a security interest in those securities. Consequently, the ability to transfer beneficial interests in a security held in DTC to those persons may be limited.

DTC has advised us that it will take any action permitted to be taken by a holder of debt securities under the terms and conditions of the debt securities (including, without limitation, the presentation of debt securities for exchange) only at the direction of one or more of the direct DTC participants to whose accounts with DTC interests in the relevant debt securities are credited, and only in respect of the portion of the aggregate principal amount of the debt securities as to which that direct DTC participant or those direct DTC participants has or have given the direction. However, in certain circumstances described below, DTC will exchange the global securities held by it for certificated debt securities, which it will distribute to the direct DTC participants.

It is DTC's current practice, upon receipt of any payment of distributions or liquidation amounts, to proportionately credit direct DTC participants' accounts on the payment date based on their holdings of the relevant securities. In addition, it is DTC's current practice to pass through any consenting or voting rights to such direct DTC participants by using an omnibus proxy. Consequently, those direct DTC participants should, in turn, make payments to and solicit votes from you, the ultimate owner of debt securities, based on their customary practices. Payments to you with respect to your beneficial interest in any debt securities will be the responsibility of the direct and indirect DTC participants and not of DTC, the trustee or us.

Individual certificates in respect of the notes will be issued in exchange for the global securities only if:

- DTC notifies us that it is unwilling or unable to continue as a clearing system in connection with the global securities, or ceases to be a clearing agency registered under the Exchange Act, and a successor clearing system is not appointed by us within 90 days after we receive such notice from DTC or upon our becoming aware that DTC is no longer so registered; or
- we determine not to have the notes represented by a global security and notify the trustee of our decision.

In the event that individual certificates are issued, holders of the notes will be able to receive payments (including principal and interest) on the notes and effect transfer of the notes at the offices of our paying agent.

Title to book-entry interests in the notes will pass by book-entry registration of the transfer within the records of DTC in accordance with their respective procedures. Book-entry interests in the notes may be transferred within DTC in accordance with procedures established for this purpose by DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof. Furthermore, DTC has no obligation to perform or continue to perform the procedures described above, and may discontinue or change those procedures at any time.

### Events of Default

With respect to a series of debt securities, any one of the following events will constitute an event of default under the applicable indenture:

- our failure to pay any interest on any debt security of that series when due, continued for 30 days;
- our failure to pay principal of or any premium on any debt security of that series when due;
- our failure to deposit any sinking fund payment, when due, in respect of any debt security of that series;
- our failure to perform, or breach of, any other covenant or warranty in the indenture, other than a covenant included in the indenture solely for the benefit of a series of debt securities other than that series, continued for 90 days after written notice as provided in the indenture;
- certain events involving our bankruptcy, insolvency or reorganization; or
- any other event of default provided with respect to debt securities of that series.

If any event of default occurs and continues, either the trustee or the holders of at least 25 percent in aggregate principal amount of the outstanding debt securities of that series may declare the principal amount of all the debt securities of that series or, if the debt securities of that series are original issue discount securities, the portion of the principal amount as may be specified in the terms of those debt securities, to be due and payable immediately by a notice in writing to us, and to the trustee if given by holders. The principal amount (or specified amount) will then be immediately due and payable. If an event of default occurs involving our bankruptcy, insolvency or reorganization, the principal amount of all outstanding securities under the applicable indenture will be due and payable immediately without any action on the part of the trustee or the holders. After acceleration, but before a judgment or decree based on acceleration has been obtained, the holders of a majority in aggregate principal amount of outstanding debt securities of that series may, under certain circumstances, rescind and annul the acceleration.

The prospectus supplement relating to any series of debt securities that are original issue discount securities will contain the particular provisions relating to acceleration of the stated maturity of a portion of the principal amount of that series of original issue discount securities upon the occurrence and continuation of an event of default.

Each indenture provides that, subject to the duty of the trustee during default to act with the required standard of care, the trustee will be under no obligation to exercise any of its rights or powers under the applicable indenture at the request or direction of any of the holders, unless the holders offer the trustee reasonable indemnity. Generally, the holders of a majority in aggregate principal amount of the debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee.

A holder of any series of debt securities will not have any right to institute any proceeding with respect to the applicable indenture, or for the appointment of a receiver or trustee, or for any other remedy, unless:

- the holder has previously given to the trustee written notice of a continuing event of default;
- the holders of at least 25 percent in principal amount of the debt securities of each affected series then outstanding (treated as separate classes) have made written request, and offered reasonable indemnity, to the trustee to institute such proceeding as trustee;

- the trustee shall not have received from the holders of a majority in aggregate principal amount of the debt securities of each series affected (with all such series voting as a single class) a direction inconsistent with such request; and
- the trustee has not instituted proceedings within 60 days.

However, these limitations do not apply to a suit instituted by a holder for enforcement of payment of the principal of and premium, if any, or interest on their debt security on or after the respective due dates.

We are required to furnish to the trustee annually a statement as to our performance of certain obligations under the applicable indenture and as to any default.

#### **Modification and Waiver**

We and the indenture trustee may, subject to obtaining any required consents with respect thereto, change or supplement an indenture without the consent of any holders with respect to certain matters, including:

- to cure any ambiguity, defect or inconsistency in such indenture;
- to change anything that does not materially adversely affect the interests of any holder of debt securities of any series;
- to provide for the assumption by a successor person or the acquirer of all or substantially all of our assets or obligations under such indenture;
- to establish the form or terms of any series of debt securities as permitted by the applicable indenture;
- to conform the terms of any series of debt securities to the description of the debt securities in the offering documents for such securities; and
- to add to any of our covenants for the benefit of holders of debt securities of any series.

In addition, under the Argo Group indentures, we and the indenture trustee may add, change or eliminate any provisions of the indentures with the consent of the holders of at least a majority in aggregate principal amount of the outstanding debt securities of each series that is affected, provided that the following actions require the consent of each holder affected:

- changing the stated maturity of the principal of, or any installment of principal of or interest on, any debt security;
- reducing the principal amount of, or the premium, if any, or interest on, any debt security, including in the case of an original issue discount security the amount payable upon acceleration of the maturity;
- changing the currency of payment of principal of, premium, if any, or interest on any debt security;
- impairing the right to institute suit for the enforcement of any payment on any debt security on or at the stated maturity thereof, or in the case of redemption, on or after the redemption date; or
- reducing the percentage in principal amount of outstanding debt securities of any series, the consent of whose holders is required for modification or amendment of the indenture or for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults.

The holders of at least a majority in aggregate principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive compliance by us with certain restrictive provisions of the applicable indenture. The holders of not less than a majority in aggregate principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive any past default under the applicable indenture, except a default in respect of a covenant or provision of the applicable indenture that cannot be modified or amended without the consent of those holders of each outstanding debt security of that series who were affected.

### **Payment of Additional Amounts**

Unless otherwise described in a prospectus supplement, if any taxes, assessments or other governmental charges are imposed by the jurisdiction, other than the United States, where we or any of our respective successors (a “payor”), is organized or otherwise considered to be a resident for tax purposes, any jurisdiction, other than the United States, from or through which the payor makes a payment on the debt securities, or, in each case, any political organization or governmental authority thereof or therein having the power to tax (the “relevant tax jurisdiction”) in respect of any payments under the debt securities, the payor will pay to each holder of the debt securities, to the extent it may lawfully do so, such additional amounts as may be necessary in order that the net amounts paid to such holder will be not less than the amount specified in such debt securities to which such holder is entitled; provided, however, the payor will not be required to make any payment of additional amounts for or on account of:

- (1) any tax, assessment or other governmental charge which would not have been imposed but for (I) the existence of any present or former connection between such holder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership, limited liability company or corporation) and the relevant tax jurisdiction (other than by reason of the mere ownership of, or receipt of payment under, the notes) including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been a citizen or resident thereof or being or having been present or engaged in trade or business therein or having or having had a permanent establishment therein or (II) the presentation of a debt security (where presentation is required) for payment on a date more than 30 days after (x) the date on which such payment became due and payable or (y) the date on which payment thereof is duly provided for, whichever occurs later;
- (2) any estate, inheritance, gift, sales, transfer, personal property or similar tax, assessment or other governmental charge;
- (3) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payment of (or in respect of) principal of, premium, if any, or any interest on, the debt security;
- (4) any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure by the holder or the beneficial owner of the notes to comply with a request of the payor addressed to the holder (a) to provide information, documents or other evidence concerning the nationality, residence or identity of the holder or beneficial holder or (b) to make any declaration or other similar claim or satisfy any information or reporting requirement, which is required or imposed by statute, treaty, regulation or administrative practice of the relevant tax jurisdiction or any political subdivision thereof as a precondition to exemption from all or part of such tax, assessment or other governmental charge; or
- (5) any combination of the above.

nor will additional amounts be paid with respect to any payment of the principal of, or any premium or interest on, any notes to any holder who is a fiduciary or partnership or limited liability company or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the relevant tax jurisdiction to be included in the income for tax purposes of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or limited liability company or beneficial owner who would not have been entitled to such additional amounts had it been the holder of such notes.

### **Redemption for Tax Purposes**

Unless otherwise described in a prospectus supplement, we may redeem the debt securities at our option, in whole but not in part, at a redemption price equal to 100% of the principal amount, together with accrued and unpaid interest and additional amounts, if any, to the date fixed for redemption, at any time we receive an opinion of counsel that as a result of (1) any change in or amendment to the laws or treaties (or any regulations or rulings



promulgated under these laws or treaties) of Bermuda or any taxing jurisdiction (or of any political subdivision or taxation authority affecting taxation) or any change in the application or official interpretation of such laws, regulations or rulings, (2) any action taken by a taxing authority of Bermuda or any taxing jurisdiction (or any political subdivision or taxation authority affecting taxation) which action is generally applied or is taken with respect to us, or (3) a decision rendered by a court of competent jurisdiction in Bermuda or any taxing jurisdiction (or any political subdivision) whether or not such decision was rendered with respect to us, there is a substantial probability that we will be required as of the next interest payment date to pay additional amounts with respect to the debt securities as provided in “—Payment of Additional Amounts” above and such requirements cannot be avoided by the use of reasonable measures (consistent with practices and interpretations generally followed or in effect at the time such measures could be taken) then available. If we elect to redeem the debt securities under this provision, we will give written notice of such election to the trustee and the holders of the debt securities. Interest on the debt securities will cease to accrue unless we default in the payment of the redemption price.

### **Consolidation, Merger and Sale of Assets**

We may not consolidate with, merge into or amalgamate with any other company or entity or sell, assign, transfer, lease or otherwise convey all or substantially all its assets to another company or entity, unless:

- in the case we consolidate or amalgamate with or merge into another person or sell, assign, transfer, lease or otherwise convey all or substantially all our assets, the person formed by that consolidation or into which we are merged or the person which acquires all or substantially all our assets expressly assumes our obligations on the debt securities under a supplemental indenture and, with respect to Argo Group senior indenture, is a corporation, partnership, trust or limited liability company organized under the laws of the United States of America, any State or territory thereof or the District of Columbia, Bermuda, Cayman Islands, Barbados or any other country or state (including under the law of any political subdivision thereof) which is on the date of the applicable indenture a member of the Organization for Economic Cooperation and Development;
- immediately after giving effect to the transaction no event of default, and no event which, after notice or lapse of time or both, would become an event of default, has occurred and is continuing; and
- we or the successor have delivered to the trustee an officers’ certificate and an opinion of counsel stating compliance with these provisions.

### **Defeasance and Covenant Defeasance**

The Argo Group indentures provide, unless otherwise indicated in the prospectus supplement relating to that particular series of debt securities, that, at our option, we:

- will be discharged from any and all obligations in respect of the debt securities of any series, except for certain obligations to register the transfer of or exchange of debt securities of that series, replace stolen, lost or mutilated debt securities of that series, maintain paying agencies, hold moneys for payment in trust and make payments of the type described under “Payment of Additional Amounts” above in this section (sometimes referred to as “legal defeasance”); or
- need not comply with certain restrictive covenants of the indenture, including those described in the section of this prospectus captioned, “Certain Covenants of Argo Group,” and the occurrence of an event described in the fourth bullet point in the section of this prospectus captioned “Event of Default” will no longer be an event of default (sometimes referred to as “covenant defeasance”);

in each case, if we deposit, in trust, with the trustee money or U.S. government obligations, which through the payment of interest and principal in accordance with their terms will provide money, in an amount sufficient to pay all the principal of and premium, if any, and interest on the debt securities of that series on the dates such payments are due, which may include one or more redemption dates that we designate, in accordance with the terms of the debt securities of that series.

We may establish this trust only if, among other things:

- no event of default or event which with the giving of notice or lapse of time, or both, would become an event of default under the applicable indenture shall have occurred and is continuing on the date of the deposit or insofar as an event of default resulting from certain events involving our bankruptcy or insolvency at any time during the period ending on the 90th day after the date of the deposit;
- the deposit will not cause the trustee to have any conflicting interest with respect to any other of our securities or results in the trust arising from the deposit to constitute, unless it is qualified as, a “regulated investment company”;
- the defeasance will not result in a breach or violation of, or constitute a default under, the applicable indenture or any other agreement or instrument to which we are a party or by which we are bound; and
- we have delivered an opinion of counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes as a result of the deposit or defeasance and will be subject to federal income tax in the same manner as if the defeasance had not occurred, which opinion of counsel, in the case of the first item above for legal defeasance, must refer to and be based upon a published ruling of the Internal Revenue Service, a private ruling of the Internal Revenue Service addressed to us, or otherwise a change in applicable federal income tax law occurring after the date of the applicable indenture.

If we fail to comply with our remaining obligations under the applicable indenture after a covenant defeasance of such indenture with respect to the debt securities of any series and the debt securities of such series are declared due and payable because of the occurrence of any event of default, the amount of money and U.S. government obligations on deposit with the trustee may be insufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from the event of default. We will, however, remain liable for those payments.

### **Governing Law**

The Argo Group indentures and the debt securities will be governed by and construed in accordance with the laws of the State of New York.

### **Certain Covenants of Argo Group**

Unless otherwise specified in the prospectus supplement, the following covenant will apply to the senior debt securities issued by us.

*Limitation on Liens.* We shall not, and shall not permit any of our restricted subsidiaries to, issue, assume, incur or enter into a guarantee of any indebtedness for borrowed money secured by a mortgage, pledge, lien, encumbrance or other security interest, directly or indirectly, upon any voting shares of a restricted subsidiary without effectively providing that the senior debt securities (and if we so elect, any other indebtedness of ours ranking on a parity with the senior debt securities) shall be secured equally and ratably with, or prior to, any such secured indebtedness so long as such indebtedness remains outstanding. This restriction shall not apply to permitted liens.

The following are the meanings of terms that are important in understanding the restrictive covenant described above:

- “*subsidiary*” means any corporation, partnership or other entity of which at the time of determination (and not dependent upon the happening of a contingency) Argo US or Argo Group International Holdings, Ltd., as applicable, owns or controls directly or indirectly more than 50% of the shares of voting shares.

- “*restricted subsidiary*” means any future or present subsidiary of Argo Group International Holdings, Ltd. the consolidated total assets of which constitute 20 percent or more of the consolidated total assets of Argo Group International Holdings, Ltd.
- “*consolidated total assets*” means, in respect of us, as of any date of determination, the amount of total assets shown on our consolidated balance sheet delivered to the trustee under the terms of the Argo Group senior indenture, which shall be the balance sheet contained in the most recent annual or quarterly report filed with the Securities and Exchange Commission.
- “*permitted liens*” means (i) pledges, mortgages, liens, encumbrances or other security interests existing on the date the senior debt securities are issued; (ii) pledges, mortgages, liens, encumbrances or other security interests on any property or any indebtedness of a person existing at the time the person becomes a subsidiary (whether by acquisition, merger or consolidation) which were not incurred in anticipation thereof; (iii) pledges, mortgages, liens, encumbrances or other security interests in favor of us or our subsidiaries; (iv) pledges, mortgages, liens, encumbrances or other security interests existing at the time of acquisition of the assets encumbered thereby which were not incurred in anticipation of such acquisition; (v) purchase money pledges, mortgages, liens, encumbrances or other security interests which secure indebtedness that does not exceed the cost of the purchased property; and (vi) pledges, mortgages, liens, encumbrances or other security interests on real property acquired after the date on which the notes are first issued which secure indebtedness incurred to acquire such real property or improve such real property so long as (A) such indebtedness is incurred on the date of acquisition of such real property or within 180 days of the acquisition of such real property; (B) such pledges, mortgages, liens, encumbrances or other security interests secure indebtedness in an amount no greater than the purchase price or improvement price, as the case may be, of such real property so acquired; and (C) such pledges, mortgages, liens, encumbrances or other security interests do not extend to or cover any property of ours or any restricted subsidiary other than the real property so acquired.
- “*voting shares*” means shares of any class or classes having general voting power under ordinary circumstances to elect a majority of the board of directors, managers or trustees of the corporation in question, provided that, for the purposes hereof, shares which carry only the right to vote conditionally on the happening of an event shall not be considered voting shares whether or not such event shall have happened.

#### **Subordination of Subordinated Debt Securities**

The subordinated debt securities of each series will, to the extent set forth in the Argo Group subordinated indenture, be subordinate in right of payment to the prior payment in full of all senior indebtedness with respect to such series. Upon any payment or distribution of the assets of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding-up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings, all amounts due upon all senior indebtedness with respect to the subordinated debt securities of any series will first be paid in full, or payment thereof provided for in money in accordance with its terms, before the holders of subordinated debt securities of such series are entitled to receive or retain any payment on account of principal of, or any premium or interest on, or any additional amounts with respect to, the subordinated debt securities of such series, and to that end the holders of such senior indebtedness shall be entitled to receive, for application to the payment thereof, any payment or distribution of any kind or character, whether in cash, property or securities, including any such payment or distribution which may be payable or deliverable by reason of the payment of any other indebtedness of ours being subordinated to the payment of subordinated debt securities of such series, which may be payable or deliverable in respect of the subordinated debt securities of such series upon any such dissolution, winding-up, liquidation or reorganization or in any such bankruptcy, insolvency, receivership or other proceeding.

By reason of such subordination, in the event of liquidation or insolvency, holders of senior indebtedness with respect to the subordinated debt securities of any series and holders of other obligations that are not

subordinated to such senior indebtedness may recover more ratably than the holders of the subordinated debt securities of such series.

Subject to the payment in full of all senior indebtedness with respect to the subordinated debt securities of any series, the rights of the holders of the subordinated debt securities of such series will be subrogated to the rights of the holders of such senior indebtedness to receive payments or distributions of cash, property or securities of ours applicable to such senior indebtedness until the principal of, any premium and interest on, and any additional amounts with respect to, the senior indebtedness with respect to the subordinated debt securities of such series have been paid in full.

No payment of principal (including redemption and sinking fund payments) of or any premium or interest on or any additional amounts with respect to the subordinated debt securities of any series may be made by us (1) if any senior indebtedness with respect to such series is not paid when due and any applicable grace period with respect to such default has ended and such default has not been cured or waived or ceased to exist, or (2) if the maturity of any senior indebtedness with respect to such series has been accelerated because of a default.

The Argo Group subordinated indenture does not limit or prohibit us from incurring additional senior indebtedness, which may include indebtedness that is senior to the subordinated debt securities of any series, but subordinate to our other obligations. The senior debt securities will constitute senior indebtedness with respect to the subordinated debt securities of each series under the Argo Group subordinated indenture.

Under the Argo Group subordinated indenture, “senior indebtedness” includes all of our obligations to pay principal, premium and interest:

- for borrowed money;
- in the form of or evidenced by other instruments, including obligations incurred in connection with our purchase of property, assets or businesses;
- under capital leases;
- under letters of credit, bankers’ acceptances or similar facilities;
- issued or assumed in the form of a deferred purchase price of property or services, such as master leases;

The following types of indebtedness will not rank senior to the subordinated debt securities:

- indebtedness we owe to a subsidiary of ours;
- indebtedness which, by its terms, expressly provides that it does not rank senior to the subordinated debt securities; and
- indebtedness incurred in the form of trade accounts payable or accrued liabilities arising in the ordinary course of business.

The Argo Group subordinated indenture provides that the foregoing subordination provisions, insofar as they relate to any particular series of subordinated debt securities, may be changed prior to such issuance. Any such change would be described in the related prospectus supplement.

## **DESCRIPTION OF WARRANTS**

### **Debt Warrants**

We may issue, together with other securities or separately, warrants for the purchase of debt securities (“debt warrants”). The debt warrants are to be issued under debt warrant agreements (each a “debt warrant”).

agreement”) to be entered into between us and a bank or trust company, as debt warrant agent (the “debt warrant agent”), all as set forth in the applicable prospectus supplement. The debt warrant agent will act solely as our agent in connection with the debt warrants of such series and will not assume any obligations or relationship of agency or trust for or with any holders or beneficial owners of debt warrants. Copies of the forms of debt warrant agreements and the forms of warrant certificates (the “debt warrant certificates”) will be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part. The following description of certain provisions of the forms of debt warrant agreements and debt warrant certificates does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the debt warrant agreements and the debt warrant certificates to be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part. In this section, references to “we,” “us” and “our” refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires.

#### *General*

If we offer debt warrants, the applicable prospectus supplement will describe their terms, which may include the following:

- the title of the debt warrants
- the aggregate number of debt warrants;
- the price or prices at which, and the period during, the debt warrants will be issued;
- any provisions for changes or adjustments in the exercise price;
- the designation, aggregate principal amount and terms of the debt securities purchasable upon exercise of the debt warrants and the procedures and conditions relating to the exercise of the debt warrants;
- the designation and terms of any related debt securities with which the debt warrants are issued and the number of the debt warrants issued with each debt security;
- the date, if any, on and after which the debt warrants and the related debt securities will be separately transferable;
- the principal amount of debt securities purchasable upon exercise of each debt warrant and the price at which the principal amount of debt securities may be purchased;
- the date on which the right to exercise the debt warrants shall commence and the date on which the right shall expire;
- the maximum or minimum number of the debt warrants that may be exercised at any time;
- the current amount of debt warrants outstanding;
- if applicable, a discussion of any material Bermuda tax considerations;
- a discussion of any material United States federal income tax considerations;
- the currency or currencies, including composite currencies or currency units, in which any principal, premium, if any, or interest on the debt securities purchasable upon exercise of the debt warrants will be payable;
- the currency or currencies, including composite currencies or currency units, in which the price of the debt warrants may be payable;
- the antidilution provisions of the debt warrants;

- whether the debt securities purchasable upon exercise of the debt warrants are original issue discount debt securities, and discussion of applicable federal income tax considerations;
- whether the debt warrants represented by the debt warrant certificate will be issued in registered or bearer form, and, if registered, where they may be transferred and registered; and
- any other material terms of the debt warrants and terms, procedures and limitations relating to the exercise of the debt warrants.

Debt warrant certificates will be exchangeable for new debt warrant certificates of different denominations and debt warrants may be exercised at the corporate trust office of the debt warrant agent or any other office indicated in the applicable prospectus supplement. Before the exercise of their debt warrants, holders of debt warrants will not have any of the rights of holders of the debt securities purchasable upon such exercise and will not be entitled to payments of principal, premium, if any, or interest, if any, on the debt securities purchasable upon such exercise.

#### *Exercise of Debt Warrants*

Each debt warrant will entitle the holder to purchase the principal amount of debt securities at the exercise price determinable in the applicable prospectus supplement. Debt warrants may be exercised at any time up to the close of business on the expiration date set forth in the applicable prospectus supplement. After the close of business of the expiration date, unexercised debt warrants will become void.

Debt warrants may be exercised as set forth in the applicable prospectus supplement relating to the debt warrants. Upon receipt of payment and the debt warrant certificate properly completed and duly executed at the corporate trust office of the debt warrant agent or any other office indicated in the applicable prospectus supplement, we will, as soon as practicable, forward the debt securities purchasable upon such exercise. If less than all of the debt warrants represented by the debt warrant certificate are exercised, a new debt warrant certificate will be issued for the remaining amount of debt warrants.

#### **Stock Warrants**

We may issue, together with other securities or separately, warrants for the purchase of common shares or preferred shares (“stock warrants”). The stock warrants are to be issued under stock warrant agreements (each a “stock warrant agreement”) to be entered into between us and a bank or trust company, as stock warrant agent (the “stock warrant agent”), all as set forth in the applicable prospectus supplement. The stock warrant agent will act solely as our agent in connection with the stock warrants of such series and will not assume any obligations or relationship of agency or trust for or with any holders or beneficial owners of stock warrants. Copies of the forms of stock warrant agreements and the forms of warrant certificates (the “stock warrant certificates”) will be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part. The following description of certain provisions of the forms of stock warrant agreements and stock warrant certificates does not purport to be complete and is subject to, and are qualified in their entirety by reference to, all the provisions of the stock warrant agreements and the stock warrant certificates to be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part.

#### *General*

If we offer warrants for the purchase of common shares and/or preferred shares, the applicable prospectus supplement will describe their terms, which may include the following:

- the offering price of the stock warrants, if any;

- if applicable, the designation and terms of the common shares or preferred shares with which the warrants are issued, and the number of the warrants issued with each common share or preferred share;
- if applicable, the date on and after which the stock warrants and the related offered securities will be separately transferable;
- the procedures and conditions relating to the exercise of the stock warrants;
- the number of common shares or preferred shares purchasable upon exercise of each stock warrant and the initial price at which the shares may be purchased upon exercise;
- the date on which the right to exercise the stock warrants shall commence and the date on which the right shall expire (the “expiration date”);
- if applicable, a discussion of any material Bermuda tax considerations;
- a discussion of any material United States federal income tax considerations;
- call provisions of the stock warrants, if any;
- the currency or currencies, including composite currencies or currency units, in which the price of the warrants may be payable;
- anti-dilution provisions of the stock warrants, if any; and
- any other terms of the stock warrants.

The common shares or preferred shares issuable upon the exercise of the stock warrants will, when issued in accordance with the stock warrant agreement, be fully paid and nonassessable.

Prior to the exercise of their stock warrants, holders of stock warrants will not have any of the rights of holders of the common shares or preferred shares purchasable upon such exercise, and will not be entitled to any dividend payments on the common shares or preferred shares purchasable upon such exercise.

#### *Exercise of Stock Warrants*

Each stock warrant will entitle the holder to purchase for cash the number of common shares or preferred shares at the exercise price as shall in each case be set forth in, or be determinable as set forth in, the applicable prospectus supplement. Unless otherwise specified in the applicable prospectus supplement, stock warrants may be exercised at any time up to the close of business on the expiration date set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised stock warrants will become void.

Stock warrants may be exercised as set forth in the applicable prospectus supplement. Upon receipt of payment and the stock warrant certificates properly completed and duly executed at the corporate trust office of the stock warrant agent or any other office indicated in the prospectus supplement, we will, as soon as practicable, forward a certificate representing the number of common shares or preferred shares purchasable upon such exercise. The applicable prospectus supplement may provide for net settlement of share warrants whereby the cash payment due upon exercise of the warrants will be deemed paid through adjustment of the number of shares to be issued upon exercise of the warrants. If less than all of the stock warrants represented by the stock warrant certificate are exercised, a new stock warrant certificate will be issued for the remaining amount of stock warrants.

No fractional shares will be issued upon exercise of stock warrants, but we will pay the cash value of any fractional shares otherwise issuable.

The exercise price payable and the number of common shares or preferred shares purchasable upon the exercise of each stock warrant and the number of stock warrants outstanding will be subject to adjustment in

certain events, including the issuance of a stock dividend to holders of common shares or preferred shares, respectively, or a combination, subdivision or reclassification of common shares or preferred shares, respectively. In lieu of adjusting the number of common shares or preferred shares purchasable upon exercise of each stock warrant, we may elect to adjust the number of stock warrants. No adjustment in the number of shares purchasable upon exercise of the stock warrants may be required until cumulative adjustments require an adjustment of at least 1% thereof.

## DESCRIPTION OF UNITS

Argo Group may, from time to time, issue units comprised of one or more of the other securities that may be offered under this prospectus, in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately at any time, or at any time before a specified date.

Any applicable prospectus supplement will describe:

- the material terms of the units and of the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;
- any material provisions relating to the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units; and
- any material provisions of the governing unit agreement that differ from those described above.

## DESCRIPTION OF DEPOSITARY SHARES

The following description of the depositary shares sets forth the material terms and provisions of the depositary shares to which any prospectus supplement may relate. You should read the particular terms of any depositary shares and any depositary receipts that are offered by us, and any deposit agreement relating to a particular series of common shares or preferred shares, which will be described in more detail in an applicable prospectus supplement, which will also include a discussion of certain U.S. federal income tax considerations. The applicable prospectus supplement will also state whether any of the general provisions summarized below do not apply to the depositary shares being offered. In this section, references to “we,” “us” and “our” refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires.

### General

We may issue depositary shares that represent common shares or preferred shares. The common shares or preferred shares represented by depositary shares will be deposited under a deposit agreement between us and a bank or trust company selected by us and having its principal office in the United States and combined capital and surplus of at least \$50 million. Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable common shares or preferred shares or fraction thereof represented by the depositary share, to all of the rights and preferences of the common shares or preferred shares represented thereby, including any dividend, voting, redemption, conversion and liquidation rights. The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement.

We may, at our option, elect to offer fractional shares of common shares or preferred shares, rather than full common shares or preferred shares. In the event we exercise this option, we will issue receipts for depositary shares, each of which will represent a fraction, to be described in an applicable prospectus supplement, of a common share or a share of a particular series of common shares or preferred shares as described below.



Pending the preparation of definitive depositary receipts, the depositary may, upon our written order or the written order of any holder of deposited common shares or preferred shares, execute and deliver temporary depositary receipts that are substantially identical to, and that entitle the holders to all the rights pertaining to, the definitive depositary receipts. Depositary receipts will be prepared thereafter without unreasonable delay, and temporary depositary receipts will be exchangeable for definitive depositary receipts at our expense.

#### **Dividends and Other Distributions**

The depositary will distribute all cash dividends and other cash distributions received in respect of the deposited common shares or preferred shares to the record holders of depositary shares relating to the common shares or preferred shares, in proportion to the numbers of the depositary shares owned by such holders.

In the event of a non-cash distribution, the depositary will distribute property it receives to the appropriate record holders of depositary shares. If the depositary determines that it is not feasible to make a distribution, it may, with our approval, sell the property and distribute the net proceeds from the sale to the holders.

#### **Redemption of Shares**

Subject to Bermuda law, if a series of common shares or preferred shares represented by depositary shares is to be redeemed, the depositary shares will be redeemed from the proceeds received by the depositary resulting from the redemption, in whole or in part, of each series of common shares or preferred shares held by the depositary. The depositary shares will be redeemed by the depositary at a price per depositary share equal to the applicable fraction of the redemption price per share payable in respect of the common shares or preferred shares so redeemed. Whenever we redeem common shares or preferred shares held by the depositary, the depositary will redeem, as of the same date, the number of depositary shares representing common shares or preferred shares redeemed. If fewer than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by the depositary by lot or pro rata or by any other equitable method as may be determined by the depositary.

#### **Withdrawal of Shares**

Any holder of depositary shares may, upon surrender of the depositary receipts at the corporate trust office of the depositary, unless the related depositary shares have previously been called for redemption, receive the number of whole shares of the related series of common shares or preferred shares and any money or other property represented by the depositary receipts. Holders of depositary shares making withdrawals will be entitled to receive whole shares of common shares or preferred shares on the basis described in an applicable prospectus supplement for such series of common shares or preferred shares, but holders of whole common shares or preferred shares will not thereafter be entitled to deposit the common shares or preferred shares under the deposit agreement or to receive depositary receipts therefor. If the depositary shares surrendered by the holder in connection with a withdrawal exceed the number of depositary shares that represent the number of whole common shares or preferred shares to be withdrawn, the depositary will deliver to the holder at the same time a new depositary receipt evidencing the excess number of depositary shares.

#### **Voting Deposited Common Shares or Preferred Shares**

Upon receipt of notice of any meeting at which the holders of any series of deposited common shares or preferred shares are entitled to vote, the depositary will mail the information contained in the notice of meeting to the record holders of the depositary shares relating to such series of common shares or preferred shares. Each record holder of the depositary shares on the record date, which will be the same date as the record date for the relevant series of common shares or preferred shares, will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the amount of the common shares or preferred shares represented by the holder's depositary shares.

The depositary will attempt, insofar as practicable, to vote the amount of such series of common shares or preferred shares represented by the depositary shares in accordance with the instructions, and we will agree to take all reasonable actions that may be deemed necessary by the depositary to enable the depositary to do so. The depositary will refrain from voting the common shares or preferred shares to the extent it does not receive specific instructions from the holder of depositary shares representing the common shares or preferred shares.

#### **Amendment and Termination of the Deposit Agreement**

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may at any time be amended by agreement between us and the depositary. However, any amendment that materially and adversely alters the rights of the holders of the depositary shares representing common shares or preferred shares of any series will not be effective unless the amendment has been approved by the holders of at least the amount of the depositary shares then outstanding representing the minimum amount of common shares or preferred shares of such series necessary to approve any amendment that would materially and adversely affect the rights of the holders of the common shares or preferred shares of such series. Every holder of an outstanding depositary receipt at the time any amendment becomes effective, or any transferee of the holder, will be deemed, by continuing to hold the depositary receipt, or by reason of the acquisition thereof, to consent and agree to the amendment and to be bound by the deposit agreement as amended thereby. The deposit agreement will automatically terminate if:

- all outstanding depositary shares have been redeemed;
- each preferred share has been converted into other preferred shares or has been exchanged for debt securities; or
- a final distribution in respect of the common shares or preferred shares has been made to the holders of depositary shares in connection with any liquidation, dissolution or winding up of Argo Group.

#### **Charges of Depositary**

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay all charges of the depositary in connection with the initial deposit of the relevant series of common shares or preferred shares and any redemption of the common shares or preferred shares. Holders of depositary receipts will pay other transfer and other taxes and governmental charges and other charges or expenses as are expressly provided in the deposit agreement.

#### **Resignation and Removal of Depositary**

The depositary may resign at any time by delivering to us notice of its election to do so, and we may at any time remove the depositary, any resignation or removal to take effect upon the appointment of a successor depositary and its acceptance of the appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50 million.

#### **Miscellaneous**

The depositary will forward all reports and communications from us that are delivered to the depositary and that we are required to furnish to the holders of the deposited common shares or preferred shares.

Neither we nor the depositary will be liable if we are or it is prevented or delayed by law or any circumstances beyond our or its control in performing any obligations under the deposit agreement. Our and their obligations under the deposit agreement will be limited to performance in good faith of our and their duties under the deposit agreement and neither we nor they will be obligated to prosecute or defend any legal proceeding in

respect of any depositary shares, depositary receipts, common shares or preferred shares unless satisfactory indemnity is furnished. The depositary may rely upon written advice of counsel or accountants, or upon information provided by holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

## **DESCRIPTION OF PURCHASE CONTRACTS**

In this section, references to “we,” “us” and “our” refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires. We may issue share purchase contracts representing contracts obligating holders to purchase from us, and us to sell to the holders, a specified or varying number of our common shares, preferred shares or depositary shares at a future date or dates. Alternatively, the share purchase contracts may obligate us to purchase from holders, and obligate holders to sell to us, a specified or varying number of common shares, preferred shares or depositary shares. The number and price per share of our common shares, preferred shares or depositary shares may be fixed at the time the share purchase contracts are entered into or may be determined by reference to a specific formula set forth in the share purchase contracts. The share purchase contracts may be entered into separately or as a part of a share purchase unit that consists of (a) a share purchase contract; (b) warrants; and/or (c) debt securities, trust preferred securities or debt obligations of third parties (including U.S. treasury securities, other share purchase contracts or common shares), that would secure the holders’ obligations to purchase or to sell, as the case may be, common shares, preferred shares or depositary shares under the share purchase contract. The share purchase contracts may require us to make periodic payments to the holders of the share purchase units or vice-versa. These payments may be unsecured or prefunded and may be paid on a current or on a deferred basis. The share purchase contracts may require holders to secure their obligations under the contracts in a specified manner.

The applicable prospectus supplement will describe the terms of any share purchase contract or share purchase unit and will contain a discussion of certain U.S. federal income tax considerations and special considerations applicable to the share purchase contracts and share purchase units. The description in the applicable prospectus supplement will not necessarily be complete, and reference will be made to the share purchase contracts, and, if applicable, collateral or depositary arrangements, relating to the share purchase contracts or share purchase units.

## **DESCRIPTION OF TRUST PREFERRED SECURITIES AND TRUST GUARANTEES**

### **Trust Preferred Securities**

In this section, references to “we,” “us” and “our” refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires. The restated declaration, which will be restated prior to the issuance of any securities of the trust, will authorize the trustees of the Capital Trust to issue on behalf of the Capital Trust one series of trust preferred securities and one series of trust common securities. We collectively refer to the trust preferred securities and the trust common securities as the trust securities. The trust preferred securities will be issued to the public pursuant to the registration statement of which this prospectus is a part, and the trust common securities will be issued directly or indirectly to us.

The trust preferred securities will have the terms, including dividends, redemption, voting, conversion, liquidation rights and other preferred, deferred or other special rights or restrictions as are described in the restated declaration or made part of the restated declaration by the Trust Indenture Act.

If the Capital Trust offers trust preferred securities, the applicable prospectus supplement will describe their terms, which may include the following:

- the distinctive designation of trust preferred securities;

- the number of trust preferred securities issued by the Capital Trust;
- the annual distribution rate, or method of determining the rate, for trust preferred securities issued by the Capital Trust and the date or dates upon which the distributions will be payable and any right to defer payment thereof;
- whether distributions on trust preferred securities issued by the Capital Trust will be cumulative, and, in the case of trust preferred securities having cumulative distribution rights, the date or dates or method of determining the date or dates from which distributions on trust preferred securities issued by the Capital Trust will be cumulative;
- the amount or amounts that will be paid out of the assets of the Capital Trust to the trust preferred securities holders upon voluntary or involuntary dissolution, winding-up or termination of the Capital Trust;
- the terms and conditions, if any, upon which the related series of our debt securities may be distributed to trust preferred securities holders;
- the obligation, if any, of the Capital Trust to purchase or redeem trust preferred securities issued by the Capital Trust and the price or prices at which, the period or periods within which and the terms and conditions upon which trust preferred securities issued by the Capital Trust will be purchased or redeemed, in whole or in part, pursuant to the obligation;
- the voting rights, if any, of trust preferred securities issued by the Capital Trust in addition to those required by law, including the number of votes per trust preferred security and any requirement for the approval by the trust preferred securities holders, as a condition to specified action or amendments to the restated declaration; and
- any other relevant rights, preferences, privileges, limitations or restrictions of trust preferred securities issued by the Capital Trust that are consistent with the restated declaration or applicable law.

Pursuant to the restated declaration, the institutional trustee will own our debt securities purchased by the Capital Trust for the benefit of the trust preferred securities holders and the trust common securities holders. The payment of dividends out of money held by the Capital Trust, and payments upon redemption of trust preferred securities or liquidation of the Capital Trust, will be guaranteed by Argo Group International Holdings, Ltd. to the extent described below under “Trust Guarantees.”

Specific United States federal income tax considerations applicable to an investment in trust preferred securities will be described in the applicable prospectus supplement.

In connection with the issuance of trust preferred securities, the Capital Trust will also issue one series of trust common securities. The restated declaration will authorize the administrative trustee(s) of the Capital Trust to issue on behalf of the Capital Trust one series of trust common securities having the terms, including dividends, conversion, redemption, voting, liquidation rights or the restrictions described in the restated declaration. Except as otherwise provided in the applicable prospectus supplement, the terms of the trust common securities issued by the Capital Trust will be substantially identical to the terms of the trust preferred securities issued by the Capital Trust, and the trust common securities will rank on equal terms with, and payments will be made on a ratable basis with, the trust preferred securities. However, upon an event of default under the restated declaration, the rights of the holders of the trust common securities to payment in respect of dividends and payments upon liquidation, redemption and otherwise will be subordinated to the rights of the trust preferred securities holders. Except in limited circumstances, the trust common securities will also carry the right to vote and appoint, remove or replace any of the trustees of the related trust. All of the trust common securities of the Capital Trust will be directly or indirectly owned by us.

The applicable prospectus supplement will describe whether we and/or certain of our subsidiaries maintain deposit accounts and conduct other banking transactions, including borrowings in the ordinary course of business, with the institutional trustee.

## Trust Guarantees

Below is a summary of information concerning the trust guarantees that will be executed and delivered by us, at various times, for the benefit of the trust preferred securities holders. The applicable prospectus supplement will describe any significant differences between the actual terms of the trust guarantees and the summary below and otherwise set out the status of the trust guarantee. This summary does not describe all exceptions and qualifications contained in the trust indenture or all of the terms of the trust guarantees. You should read the trust guarantees for provisions that may be important to you. In this section, references to “we,” “us” and “our” refer only to Argo Group International Holdings, Ltd. and not to any of its subsidiaries unless the context otherwise requires.

*General.* We will irrevocably and unconditionally agree, to the extent described in the trust guarantees, to pay in full, to the trust preferred securities holders of the Capital Trust, the trust guarantee payments (as defined below), except to the extent paid by the Capital Trust, as and when due, regardless of any defense, right of set-off or counterclaim which the Capital Trust may have or assert. Our obligation to make a trust guarantee payment may be satisfied by direct payment of the required amounts by us to the trust preferred securities holders or by causing the applicable Capital Trust to pay the required amounts to the holders.

The following payments regarding the trust preferred securities, which we refer to as the trust guarantee payments, to the extent not paid by the Capital Trust, will be subject to the trust guarantees, without duplication:

- any accrued and unpaid distributions that are required to be paid on the trust preferred securities, to the extent the Capital Trust will have funds legally available;
- the redemption price, including all accrued and unpaid distributions, payable out of legally available funds, regarding any trust preferred securities called for redemption by the Capital Trust; and
- upon a liquidation of the Capital Trust, other than in connection with the distribution of our debt securities to the trust preferred securities holders or the redemption of all of the trust preferred securities issued by the Capital Trust, the lesser of:
- the aggregate of the liquidation preference and all accrued and unpaid distributions on the trust preferred securities to the date of payment, to the extent the Capital Trust will have funds legally available; and
- the amount of assets of the Capital Trust remaining available for distribution to the holders of the Capital Trust’s trust preferred securities in liquidation of the Capital Trust.

*Covenants of Argo Group.* In each trust guarantee, we will covenant that, so long as any trust preferred securities issued by the Capital Trust remain outstanding, and if there will have occurred any event that would constitute an event of default under the trust guarantee or the restated declaration, we will not do any of the following:

- declare or pay any dividend on, make any distributions regarding, or redeem, purchase or acquire or make a liquidation payment regarding, any of our share capital;
- make any payment of the principal of and any premium and interest on or repay, purchase or redeem any debt securities issued by us which rank pari passu or junior to the debt securities owned by the Capital Trust; and
- make any guarantee payments regarding the trust preferred securities, other than pursuant to the trust guarantees.

However, even during such circumstances, we may:

- purchase or acquire our share capital in connection with the satisfaction by us of our obligations under any employee benefit plans or pursuant to any contract or security outstanding on the first day of any such event requiring us to purchase our capital stock;

- reclassify our share capital or exchange or convert one class or series of our share capital for another class or series of our share capital;
- purchase fractional interests in our share capital pursuant to the conversion or exchange provisions of such share capital or the security being converted or exchanged;
- declare dividends or distributions in our share capital, including cash or share dividends paid by us which consist of the shares of the same class as that on which any dividend is being paid;
- redeem or purchase any rights pursuant to a rights agreement; and
- make payments under the trust guarantee related to the trust preferred securities.

*Amendment and Assignment.* Except regarding any changes that do not adversely affect the rights of trust preferred securities holders of the Capital Trust, in which case no vote will be required, the trust guarantees regarding the trust preferred securities may be changed only with the prior approval of the holders of not less than a majority in liquidation preference of the outstanding trust preferred securities. The manner of obtaining the approval of trust preferred securities holders will be as described in the applicable prospectus supplement. All guarantees and agreements contained in the trust guarantees will bind our successors, assigns, receivers, trustees and representatives and for the benefit of the holders of the outstanding trust preferred securities.

*Termination of the Trust Guarantees .* Each trust guarantee will end as to the trust preferred securities issued by the Capital Trust upon any of the following:

- full payment of the redemption price of all trust preferred securities;
- distribution of our debt securities held by the Capital Trust to the trust preferred securities holders; or
- full payment of the amounts payable in accordance with the restated declaration upon liquidation of the Capital Trust.

Each trust guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any holder of trust preferred securities issued by the Capital Trust must restore payment of any sums paid under the trust preferred securities or the trust guarantee.

Each trust guarantee represents a guarantee of payment and not of collection. Each trust guarantee will be deposited with the institutional trustee to be held for the benefit of the trust preferred securities of the applicable Capital Trust. The institutional trustee will have the right to enforce the trust guarantees on behalf of the trust preferred securities holders of the Capital Trust. The holders of not less than a majority in aggregate liquidation preference of the trust preferred securities of the Capital Trust will have the right to direct the time, method and place of conducting any proceeding for any remedy available in respect of the applicable trust guarantee, including the giving of directions to the institutional trustee.

If the institutional trustee fails to enforce a trust guarantee as provided above, any holder of trust preferred securities of the applicable Capital Trust may institute a legal proceeding directly against us to enforce its rights under the trust guarantee, without first instituting a legal proceeding against the applicable Capital Trust, or any other person or entity. Each trust guarantee will not be discharged except by payment of the trust guarantee payments in full to the extent not paid by the Capital Trust, and by complete performance of all obligations under the trust guarantee.

*Governing Law .* Each trust guarantee will be governed by, and construed in accordance with, the laws of the State of New York.

#### **Expenses of the Capital Trust**

Subject to Bermuda law, we will agree to pay all of the costs, expenses or liabilities of the Capital Trust, other than obligations of the Capital Trust to pay to the holders of any trust preferred securities or trust common securities the amounts due pursuant to the terms of the trust preferred securities or trust common securities.

## DESCRIPTION OF ARGO US DEBT SECURITIES AND DEBT GUARANTEES

The following description of the debt securities of Argo US sets forth certain general terms and provisions of such debt securities to which this prospectus and any prospectus supplement may relate, and such description does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Argo US indentures, including the supplemental indentures or officers' certificates to be filed in an amendment to the registration statement of which this prospectus is a part or filed in a Current Report on Form 8-K and incorporated by reference in the registration statement of which this prospectus is a part. The particular terms of any series of debt securities and the extent to which the general provisions may apply to a particular series of debt securities will be described in a prospectus supplement relating to that series. Argo US may issue senior debt securities or subordinated debt securities under indentures with a trustee to be chosen by Argo US and qualified to act under the Trust Indenture Act of 1939, as amended.

The material provisions of the Argo US indentures are summarized below. The summary is not complete. The senior debt securities of Argo US are to be issued under an indenture dated as of September 25, 2012, among Argo Group International Holdings, Ltd., Argo US and Wells Fargo Bank, National Association, as Trustee (the "Argo US senior indenture"), the form of which is filed as an exhibit to this registration statement of which this prospectus forms a part. The subordinated debt securities of Argo US are to be issued under an indenture (the "Argo US subordinated indenture"), the form of which is filed as an exhibit to this registration statement of which this prospectus forms a part. The senior indenture and the subordinated indenture are sometimes referred to herein, collectively, as the "Argo US indentures" and each, individually, as an "Argo US indenture." You should read the Argo US indentures for provisions that may be important to you.

Because we have included only a summary of the material indenture terms, you must read the Argo US indentures (including any supplemental indenture or officers' certificate filed with respect thereto) in full to understand every detail of the terms of the Argo US debt securities.

### General

Argo US may issue debt securities from time to time in one or more series without limitation as to aggregate principal amount. The senior debt securities will be unsecured and unsubordinated obligations and will rank equally and ratably with the other unsecured and unsubordinated obligations of Argo US. The subordinated debt securities will be unsecured obligations and will be subordinated in right of payment, as set forth in the Argo US subordinated indenture, to the prior payment in full of the existing and future senior indebtedness of Argo US.

Unless otherwise indicated in the prospectus supplement, principal of, premium, if any, and interest on the debt securities will be payable, and the transfer of debt securities will be registrable, at any office or agency maintained by Argo US for that purpose. Unless otherwise indicated in the applicable prospectus supplement, the debt securities will be issued only in denominations of \$1,000 or integral multiples thereof. No service charge will be made for any registration of transfer or exchange of the debt securities, but Argo US may require you to pay a sum sufficient to cover any tax or other governmental charge imposed in connection with the transfer or exchange.

Argo US will prepare a prospectus supplement for each series of debt securities that it issues. Each prospectus supplement will set forth the applicable terms of the debt securities to which it relates. These terms will include some or all of the following:

- the designation of debt securities, including CUSIP numbers if available;
- the aggregate principal amount of such debt securities and any limit on the aggregate principal amount of the debt securities or the series of which they are a part;
- the date or dates or the method or methods, in any, by which such date or dates will be determined on which the principal of any of the debt securities will be payable;

- the rate or rates, which may be fixed or variable, at which the debt securities will bear interest, if any, the date or dates from which any interest will accrue, the interest payment dates on which any interest will be payable and the record date for any such interest payable;
- any right Argo US may have to defer payments of interest on the debt securities;
- whether, and to what extent, the debt securities will be subordinated in right of payment to other of Argo US's indebtedness;
- the place or places where the principal of and any premium and interest on any of such debt securities will be payable, any of such series of debt securities that are issued in registered form may be surrendered for registration of transfer or exchange, and any such debt securities may be surrendered for conversion or exchange;
- the period or periods within which, the price or prices at which and the terms and conditions upon which the debt securities may be redeemed, in whole or in part, at the option of Argo US;
- the collateral, if any, securing such debt securities, and the guarantors, if any, who will guarantee such debt securities, or the methods of determining such collateral, if any, and such guarantors, if any;
- the obligation, if any, of Argo US to redeem, purchase or repay the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder and the period or periods within which, the price or prices at which and the terms and conditions upon which Argo US will redeem, purchase or repay, in whole or in part, the debt securities pursuant to such obligation;
- the denominations in which any of the debt securities will be issuable, if other than denominations of \$1,000 and any integral multiple thereof;
- if the amount of principal, premium, if any, or interest on any of the debt securities may be determined with reference to an index, the manner in which such amounts will be determined;
- if other than the currency of the United States, the currency, currencies or currency units in which the principal, premium, if any, or interest on any of the debt securities will be payable;
- if the principal, premium, if any, or interest on any of the debt securities is to be payable, at Argo US's election or the election of the holder, in one or more currencies other than those in which the debt securities are stated to be payable, the currencies in which payment of the principal, premium, if any, and interest on the debt securities as to which such election is made will be payable, the periods within which and the terms and conditions upon which such election is to be made and the amount so payable;
- if other than the entire principal amount thereof, the portion of the principal amount of debt securities which will be payable upon declaration of acceleration of the maturity thereof;
- if the principal amount payable at the stated maturity of any of the debt securities is not determinable upon original issuance, the amount which will be deemed to be the principal amount of the debt securities for any other purpose thereunder or under the applicable indentures, including the principal amount which will be due and payable upon any maturity, other than the stated maturity, or which will be deemed to be outstanding as of any date (or, in any such case, any manner in which such principal amount is to be determined);
- if the debt securities will be issued in whole or in part in the form of a book-entry security as described in the section of this prospectus captioned "Description of Argo US Debt Securities and Debt Guarantees—Global Debt Securities," the depository we appointed or its nominee with respect to the debt securities and the circumstances under which the book-entry security may be registered for transfer or exchange or authenticated and delivered in the name of a person other than the depository or its nominee;
- any material United States federal income tax consequences applicable to the debt securities, including any debt securities denominated and made payable, as described in the prospectus supplements, in foreign currencies, or units based on or related to foreign currencies;



- any proposed listing of the debt securities on a securities exchange;
- the applicability of the provisions described in the section of this prospectus captioned “Description of Argo US Debt Securities and Debt Guarantees—Defeasance and Covenant Defeasance”;
- any deletions from, modifications of or additions to the events of default applicable to any of the debt securities and any change in the right of an indenture trustee or the holders to declare the principal amount of any debt securities due and payable;
- any deletions from, modifications of or additions to the covenants applicable to any debt securities; and
- any other terms of the debt securities or the guarantees, which terms may modify or delete any provision of the applicable indentures insofar as it applies to such series; provided that no term of the Argo US indentures may be modified or deleted if imposed under the Trust Indenture Act of 1939, as amended, and that any modification or deletion of the rights, duties or immunities of the indenture trustee shall have been consented to in writing by the indenture trustee.

Argo US may offer and sell the debt securities as original issue discount securities at a substantial discount below their stated principal amount. The prospectus supplement will describe the U.S. federal income tax consequences and other special considerations applicable to original issue discount securities and any debt securities the federal tax laws treat as having been issued with original issue discount. “Original issue discount securities” means any debt security which provides for an amount less than its principal amount to be due and payable upon the declaration of acceleration of the maturity of the debt security upon the occurrence and continuation of an event of default.

The Argo US indentures do not contain covenants or other provisions designed to afford holders of the debt securities protection in the event of a highly leveraged transaction, change in credit rating or other similar occurrence.

The above is not intended to be an exclusive list of the terms that may be applicable to any debt securities and Argo US is not limited in any respect in its ability to issue debt securities with terms different from or in addition to those described above or elsewhere in this prospectus, provided that the terms are not inconsistent with the applicable indenture.

#### **Guarantees**

The payment obligations of Argo US pursuant to the debt securities will be fully and unconditionally guaranteed by Argo Group International Holdings, Ltd. None of the subsidiaries of Argo Holdings (other than Argo US) will guarantee or have an obligation in respect of the debt securities.

#### **Global Debt Securities**

Notes and the related guarantees may be issued in the form of one or more fully registered global securities which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York (the “Depository” or “DTC”) and registered in the name of Cede & Co., the Depository’s nominee. Beneficial interests in the global securities may be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Depository.

Investors may elect to hold interests in the global securities through the Depository, if they are participants in such systems, or indirectly through organizations which are participants in such systems. Except as described below, the global securities may be transferred, in whole and not in part, only to another nominee of the Depository or to a successor of the Depository or its nominee.

So long as the Depository or its nominee is the registered owner of the global securities, the Depository or its nominee, as the case may be, will be considered the sole owner or holder of the notes represented by the

global securities for all purposes under the applicable indenture. Except as provided below, owners of beneficial interests in the global securities will not be entitled to have notes represented by the global securities registered in their names, will not receive or be entitled to receive physical delivery of notes in definitive form, and will not be considered the owners or holders thereof under the applicable indenture.

Principal and interest payments on notes registered in the name of the Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owner of the global securities. None of Argo US, the trustee, any paying agent, or registrar for the notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in the global securities or for maintaining, supervising, or reviewing any records relating to those beneficial interests.

We expect that the Depositary or its nominee, upon receipt of any payment of principal or interest, will credit the participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global securities as shown on the records of the Depositary or its nominee. We also expect that payments by participants to owners of beneficial interests in the global securities held through these participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name." The participants are responsible for the standing instructions and customary practices governing beneficial interests.

The Depositary and the direct and indirect participants will send notices and communications to direct and indirect participants and beneficial owners, as the case may be, in accordance with the arrangements governing their relationships, subject to any statutory or regulatory requirements as may be in effect from time to time.

DTC has provided us the following information: DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for U.S. and non-U.S. equity, corporate and municipal debt issues and money market instruments that DTC's participants, referred to as "direct DTC participants," deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between direct participants' accounts, thereby eliminating the need for physical movement of certificates. Direct DTC participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation, which is owned, in part, by a number of direct DTC participants. Indirect access to the DTC system is also available to others, referred to as "indirect DTC participants," for example, securities brokers and dealers, banks, trust companies and clearing corporations, that clear through or maintain a custodial relationship with a direct DTC participant, either directly or indirectly. DTC rules applicable to direct and indirect participants are on file with the SEC.

Beneficial interests in a global security will be shown on, and transfers of beneficial interests in the global security will be made only through, records maintained by DTC and its participants, both direct and indirect. When you purchase debt securities through the DTC system, the purchases must be made by or through a direct DTC participant, which will receive credit for the debt securities in its account on DTC's records. When you actually purchase the debt securities, you will become their beneficial owner. Your ownership interest will be recorded only on the direct or indirect DTC participants' records. DTC will have no knowledge of your individual ownership of the debt securities. DTC's records will show only the identity of the direct DTC participants and the amount of the debt securities held by or through them. You will not receive a written confirmation of your purchase or sale or any periodic account statement directly from DTC. You should instead receive these confirmations and account statements from the direct or indirect DTC participant through which you purchase the debt securities. The direct or indirect DTC participants are responsible for keeping accurate account of the holdings of their customers. The trustee will wire payments on the debt securities to the DTC

nominee that is the registered holder of the debt securities. The trustee and we will treat DTC or its nominee as the owner of each global security for all purposes. Accordingly, the trustee, any paying agent, and we (including Argo US) will have no direct responsibility or liability to pay amounts due on a global security to you or any other beneficial owners in that global security. Any redemption notices will be sent by Argo US directly to DTC, which will, in turn, inform the direct or indirect DTC participants, which will then contact you as a beneficial holder.

Under the rules, regulations and procedures creating and affecting DTC and its operations, DTC is required to make book-entry transfers between direct DTC participants on whose behalf it acts with respect to the debt securities and is required to receive and transmit distributions of principal of and premium, if any, and interest on the debt securities. Direct and indirect DTC participants with which investors have accounts with respect to the debt securities similarly are required to make book-entry transfers and receive and transmit payments on behalf of their respective investors.

As DTC can only act on behalf of direct DTC participants, who in turn act on behalf of indirect DTC participants and certain banks, the ability of a person having a beneficial interest in a security held in DTC to transfer or pledge that interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of that interest, may be affected by the lack of a physical certificate representing that interest. The laws of some states of the United States require that certain persons take physical delivery of securities in definitive form in order to transfer or perfect a security interest in those securities. Consequently, the ability to transfer beneficial interests in a security held in DTC to those persons may be limited.

DTC has advised us that it will take any action permitted to be taken by a holder of debt securities under the terms and conditions of the debt securities (including, without limitation, the presentation of debt securities for exchange) only at the direction of one or more of the direct DTC participants to whose accounts with DTC interests in the relevant debt securities are credited, and only in respect of the portion of the aggregate principal amount of the debt securities as to which that direct DTC participant or those direct DTC participants has or have given the direction. However, in certain circumstances described below, DTC will exchange the global securities held by it for certificated debt securities, which it will distribute to the direct DTC participants.

It is DTC's current practice, upon receipt of any payment of distributions or liquidation amounts, to proportionately credit direct DTC participants' accounts on the payment date based on their holdings of the relevant securities. In addition, it is DTC's current practice to pass through any consenting or voting rights to such direct DTC participants by using an omnibus proxy. Consequently, those direct DTC participants should, in turn, make payments to and solicit votes from you, the ultimate owner of debt securities, based on their customary practices. Payments to you with respect to your beneficial interest in any debt securities will be the responsibility of the direct and indirect DTC participants and not of DTC, the trustee or us.

Individual certificates in respect of the notes will be issued in exchange for the global securities only if:

- DTC notifies Argo US that it is unwilling or unable to continue as a clearing system in connection with the global securities, or ceases to be a clearing agency registered under the Exchange Act, and a successor clearing system is not appointed by us within 90 days after Argo US receives such notice from DTC or upon its becoming aware that DTC is no longer so registered; or
- Argo US determines not to have the notes represented by a global security and notifies the trustee of its decision.

In the event that individual certificates are issued, holders of the notes will be able to receive payments (including principal and interest) on the notes and effect transfer of the notes at the offices of Argo US's paying agent.

Title to book-entry interests in the notes will pass by book-entry registration of the transfer within the records of DTC in accordance with their respective procedures. Book-entry interests in the notes may be transferred within DTC in accordance with procedures established for this purpose by DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof. Furthermore, DTC has no obligation to perform or continue to perform the procedures described above, and may discontinue or change those procedures at any time.

#### **Events of Default**

With respect to a series of debt securities, any one of the following events will constitute an event of default under the applicable indenture:

- failure to pay any interest on any debt security of that series when due, continued for 30 days;
- failure to pay principal of or any premium on any debt security of that series when due;
- failure to deposit any sinking fund payment, when due, in respect of any debt security of that series;
- failure by Argo US or Argo Group International Holdings, Ltd., as applicable, to perform, or breach of, any other covenant or warranty in the indenture, other than a covenant included in the indenture solely for the benefit of a series of debt securities other than that series, continued for 90 days after written notice as provided in the indenture;
- certain events involving the bankruptcy, insolvency or reorganization of Argo US or Argo Group International Holdings, Ltd. or certain of its subsidiaries; or
- any other event of default provided with respect to debt securities of that series.

If any event of default occurs and continues, either the trustee or the holders of at least 25 percent in aggregate principal amount of the outstanding debt securities of that series may declare the principal amount of all the debt securities of that series or, if the debt securities of that series are original issue discount securities, the portion of the principal amount as may be specified in the terms of those debt securities, to be due and payable immediately by a notice in writing to Argo US and Argo Group International Holdings, Ltd., and to the trustee if given by holders. The principal amount (or specified amount) will then be immediately due and payable. If an event of default occurs involving the bankruptcy, insolvency or reorganization of Argo US or Argo Group International Holdings, Ltd., the principal amount of all outstanding securities under the applicable indenture will be due and payable immediately without any action on the part of the trustee or the holders. After acceleration, but before a judgment or decree based on acceleration has been obtained, the holders of a majority in aggregate principal amount of outstanding debt securities of that series may, under certain circumstances, rescind and annul the acceleration.

The prospectus supplement relating to any series of debt securities that are original issue discount securities will contain the particular provisions relating to acceleration of the stated maturity of a portion of the principal amount of that series of original issue discount securities upon the occurrence and continuation of an event of default.

Each indenture provides that, subject to the duty of the trustee during default to act with the required standard of care, the trustee will be under no obligation to exercise any of its rights or powers under the applicable indenture at the request or direction of any of the holders, unless the holders offer the trustee indemnity. Generally, the holders of a majority in aggregate principal amount of the debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee.

A holder of any series of debt securities will not have any right to institute any proceeding with respect to the applicable indenture, or for the appointment of a receiver or trustee, or for any other remedy, unless:

- the holder has previously given to the trustee written notice of a continuing event of default;

- the holders of at least 25 percent in principal amount of the debt securities of each affected series then outstanding (treated as separate classes) have made written request, and offered indemnity, to the trustee to institute such proceeding as trustee;
- the trustee shall not have received from the holders of a majority in aggregate principal amount of the debt securities of each series affected (with all such series voting as a single class) a direction inconsistent with such request; and
- the trustee has not instituted proceedings within 60 days.

However, these limitations do not apply to a suit instituted by a holder for enforcement of payment of the principal of and premium, if any, or interest on their debt security on or after the respective due dates.

We are required to furnish to the trustee annually a statement as to our performance of certain obligations under the applicable indenture and as to any default.

### **Modification and Waiver**

Argo US, Argo Group International Holdings, Ltd. and the indenture trustee may, subject to obtaining any required consents with respect thereto, change or supplement an indenture without the consent of any holders with respect to certain matters, including:

- to cure any ambiguity, defect or inconsistency in such indenture;
- to change anything that does not materially adversely affect the interests of any holder of debt securities of any series;
- to provide for the assumption by a successor person or the acquirer of all or substantially all of our assets or obligations under such indenture;
- to establish the form or terms of any series of debt securities as permitted by the applicable indenture;
- to conform the terms of any series of debt securities to the description of the debt securities in the offering documents for such securities; and
- to add to any of our covenants for the benefit of holders of debt securities of any series.

In addition, under the Argo US indentures, Argo US, Argo Group International Holdings, Ltd. and the indenture trustee may add, change or eliminate any provisions of the indentures with the consent of the holders of at least a majority in aggregate principal amount of the outstanding debt securities of each series that is affected, provided that the following actions require the consent of each holder affected:

- change the stated maturity of the principal of, or any installment of principal of or interest on, any debt security;
- reduce the principal amount of, or the premium, if any, or interest on, any debt security, including in the case of an original issue discount security the amount payable upon acceleration of the maturity;
- change the currency of payment of principal of, premium, if any, or interest on any debt security;
- impair the right to institute suit for the enforcement of any payment on any debt security on or at the stated maturity thereof, or in the case of redemption, on or after the redemption date;
- reduce the percentage in principal amount of outstanding debt securities of any series, the consent of whose holders is required for modification or amendment of the indenture or for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults; or
- except as expressly permitted in the indentures, modify the guarantee for such debt securities in a manner that adversely affects the holders of such debt securities.

The holders of at least a majority in aggregate principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive compliance by Argo US with certain restrictive provisions of the applicable indenture. The holders of not less than a majority in aggregate principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive any past default under the applicable indenture, except a default in respect of a covenant or provision of the applicable indenture that cannot be modified or amended without the consent of those holders of each outstanding debt security of that series who were affected.

#### **Consolidation, Merger and Sale of Assets**

Neither Argo US nor Argo Group International Holdings, Ltd. may consolidate with or merge into or amalgamate with any other company or entity or sell, assign, transfer, lease or otherwise convey all or substantially all its assets to another company or entity, unless:

- in the case Argo US or Argo Group International Holdings, Ltd. consolidates or amalgamates with or merges into another person or sells, assigns, transfers, leases or otherwise conveys all or substantially all of its assets, the person formed by that consolidation or into which Argo US or Argo Group International Holdings, Ltd. is merged or the person which acquires all or substantially all its assets expressly assumes our obligations on the debt securities under a supplemental indenture, and, with respect to the Argo US senior indenture, is a corporation, partnership, trust or limited liability company organized under the laws of the United States of America, any State or territory thereof or the District of Columbia, Bermuda, Cayman Islands, Barbados or any other country or state (including under the law of any political subdivision thereof) which is on the date of the applicable indenture a member of the Organization for Economic Cooperation and Development;
- immediately after giving effect to the transaction no event of default, and no event which, after notice or lapse of time or both, would become an event of default, has occurred and is continuing; and
- Argo US or Argo Group International Holdings, Ltd. (as applicable) or the successor have delivered to the trustee an officer's certificate and an opinion of counsel stating compliance with these provisions.

#### **Defeasance and Covenant Defeasance**

The Argo US indentures provide, unless otherwise indicated in the prospectus supplement relating to that particular series of debt securities, that, at our option, Argo US and Argo Group International Holdings, Ltd.:

- will be discharged from any and all obligations in respect of the debt securities and the related guarantees of any series, except for certain obligations to register the transfer of or exchange of debt securities of that series, replace stolen, lost or mutilated debt securities of that series, maintain paying agencies, hold moneys for payment in trust and make payments of the type described under "Payment of Additional Amounts" above in this section (sometimes referred to as "legal defeasance"); or
- need not comply with certain restrictive covenants of the indenture, including those described in the section of this prospectus captioned, "Certain Covenants of Argo US," and the occurrence of an event described in the fourth bullet point in the section of this prospectus captioned "Event of Default" will no longer be an event of default (sometimes referred to as "covenant defeasance");

in each case, if Argo US or Argo Group International Holdings, Ltd. deposits, in trust, with the trustee money or U.S. government obligations, which through the payment of interest and principal in accordance with their terms will provide money, in an amount sufficient to pay all the principal of and premium, if any, and interest on the debt securities of that series on the dates such payments are due, which may include one or more redemption dates that we designate, in accordance with the terms of the debt securities of that series.

We may establish this trust only if, among other things:

- no event of default or event which with the giving of notice or lapse of time, or both, would become an event of default under the applicable indenture shall have occurred and is continuing on the date of the

deposit or insofar as an event of default resulting from certain events involving our bankruptcy or insolvency at any time during the period ending on the 90th day after the date of the deposit;

- the deposit will not cause the trustee to have any conflicting interest with respect to any other of our securities or results in the trust arising from the deposit to constitute, unless it is qualified as, a “regulated investment company”;
- the defeasance will not result in a breach or violation of, or constitute a default under, the applicable indenture or any other agreement or instrument to which Argo US or Argo Group International Holdings, Ltd. is a party or by which it is bound; and
- Argo US has delivered an opinion of counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes as a result of the deposit or defeasance and will be subject to federal income tax in the same manner as if the defeasance had not occurred, which opinion of counsel, in the case of the first item above for legal defeasance, must refer to and be based upon a published ruling of the Internal Revenue Service, a private ruling of the Internal Revenue Service addressed to us, or otherwise a change in applicable federal income tax law occurring after the date of the applicable indenture.

If Argo US or Argo Group International Holdings, Ltd. fails to comply with its remaining obligations under the applicable indenture after a covenant defeasance of such indenture with respect to the debt securities of any series and the debt securities of such series are declared due and payable because of the occurrence of any event of default, the amount of money and U.S. government obligations on deposit with the trustee may be insufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from the event of default. Argo US and Argo Group International Holdings, Ltd. will, however, remain liable for those payments.

### **Governing Law**

The Argo US indentures and the debt securities will be governed by and construed in accordance with the laws of the State of New York.

### **Certain Covenants of Argo US**

Unless otherwise specified in the prospectus supplement, the following covenants will apply to the senior debt securities issued by Argo US.

*Limitation on Liens.* Argo Group International Holdings, Ltd. shall not, and shall not permit its restricted subsidiaries to, issue, assume, incur or enter into a guarantee of any indebtedness for borrowed money secured by a mortgage, pledge, lien, encumbrance or other security interest, directly or indirectly, upon any voting shares of a restricted subsidiary without effectively providing that the senior debt securities (and if Argo US or Argo Group International Holdings, Ltd. so elects, any other indebtedness of Argo US or Argo Group International Holdings, Ltd. ranking on a parity with the senior debt securities) shall be secured equally and ratably with, or prior to, any such secured indebtedness so long as such indebtedness remains outstanding. This restriction shall not apply to permitted liens.

*Restrictions on Certain Dispositions.* As long as any of the senior debt securities remain outstanding, and except in a transaction otherwise expressly permitted by the applicable Argo US senior indenture, Argo Group International Holdings, Ltd. shall not (1) issue, sell, assign, transfer or otherwise dispose of any capital stock of, or securities convertible into, or warrants, rights or options to subscribe for or purchase shares of capital stock of, any restricted subsidiary (other than to Argo US, Argo Group International Holdings, Ltd. or another restricted subsidiary); or (2) permit any restricted subsidiary to issue (other than to Argo US, Argo Group International Holdings, Ltd. or another restricted subsidiary) any capital stock (other than director’s qualifying shares) of, or securities convertible into, or warrants, rights or options to subscribe for or purchase any capital stock of, any

restricted subsidiary; if, after giving effect to any transaction described in clauses (1) or (2) above and the issuance of the maximum number of shares or other equity interests issuable upon the conversion or exercise of all such convertible securities, warrants, rights or options, Argo Group International Holdings, Ltd. would own, directly or indirectly, less than 80% of the capital stock of such restricted subsidiary; provided, however, that this covenant shall not prohibit (i) any issuance, sale, assignment, transfer or other disposition made for at least a fair market value consideration as determined by the board of directors of Argo Group International Holdings, Ltd. pursuant to a resolution adopted in good faith; and (ii) any such issuance or disposition of securities if required by any law or any regulation or order of any applicable governmental or insurance regulatory authority. Notwithstanding the foregoing, Argo Group International Holdings, Ltd. shall be permitted (A) to merge or consolidate any restricted subsidiary into or with another direct or indirect subsidiary of Argo Group International Holdings, Ltd., the capital stock of which Argo Group International Holdings, Ltd. owns, directly or indirectly, at least 70%; and (B) subject to the provisions of the Argo US senior indenture relating to consolidation, merger, and/or sale of all or substantially all of the assets of Argo Group International Holdings, Ltd. or Argo US and described above in “—Consolidation, Merger and Sale of Assets”, sell, assign, transfer or otherwise dispose of all of the capital stock of any restricted subsidiary at one time for at least a fair market value consideration as determined by the board of directors of Argo Group International Holdings, Ltd. pursuant to a resolution adopted in good faith.

The following are the meanings of terms that are important in understanding the restrictive covenants described above:

- “*capital stock*” of any person or entity means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such person or entity, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible or exchangeable into such equity.
- “*subsidiary*” means any corporation, partnership or other entity of which at the time of determination (and not dependent upon the happening of a contingency) Argo US or Argo Group International Holdings, Ltd., as applicable, owns or controls directly or indirectly more than 50% of the shares of Voting Shares.
- “*restricted subsidiary*” means any future or present subsidiary of Argo Group International Holdings, Ltd. the consolidated total assets of which constitute 20 percent or more of the consolidated total assets of Argo Holdings.
- “*consolidated total assets*” means, in respect of Argo Holdings, as of any date of determination, the amount of total assets shown on the consolidated balance sheet of Argo Holdings and its consolidated subsidiaries delivered to the trustee under the terms of the Argo US senior indenture, which shall be the balance sheet contained in the most recent annual or quarterly report filed with the Securities and Exchange Commission.
- “*permitted liens*” means (i) pledges, mortgages, liens, encumbrances or other security interests existing on the date the senior debt securities are issued; (ii) pledges, mortgages, liens, encumbrances or other security interests on any property or any indebtedness of a person existing at the time the person becomes a subsidiary (whether by acquisition, merger or consolidation) which were not incurred in anticipation thereof; (iii) pledges, mortgages, liens, encumbrances or other security interests in favor of us or our subsidiaries; (iv) pledges, mortgages, liens, encumbrances or other security interests existing at the time of acquisition of the assets encumbered thereby which were not incurred in anticipation of such acquisition; (v) purchase money pledges, mortgages, liens, encumbrances or other security interests which secure indebtedness that does not exceed the cost of the purchased property; and (vi) pledges, mortgages, liens, encumbrances or other security interests on real property acquired after the date on which the notes are first issued which secure indebtedness incurred to acquire such real property or improve such real property so long as (A) such indebtedness is incurred on the date of acquisition of such real property or within 180 days of the acquisition of such real property; (B) such



pledges, mortgages, liens, encumbrances or other security interests secure indebtedness in an amount no greater than the purchase price or improvement price, as the case may be, of such real property so acquired; and (C) such pledges, mortgages, liens, encumbrances or other security interests do not extend to or cover any property of Argo Group International Holdings, Ltd. or any restricted subsidiary other than the real property so acquired.

- “*voting shares*” means shares of any class or classes having general voting power under ordinary circumstances to elect a majority of the board of directors, managers or trustees of the corporation in question, provided that, for the purposes hereof, shares which carry only the right to vote conditionally on the happening of an event shall not be considered voting shares whether or not such event shall have happened.

#### **Subordination of Subordinated Debt Securities**

The subordinated debt securities of each series will, to the extent set forth in the Argo US subordinated indenture, be subordinate in right of payment to the prior payment in full of all senior indebtedness with respect to such series. Upon any payment or distribution of assets of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding-up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings, all amounts due upon all senior indebtedness with respect to the subordinated debt securities of any series will first be paid in full, or payment thereof provided for in money in accordance with its terms, before the holders of subordinated debt securities of such series are entitled to receive or retain any payment on account of principal of, or any premium or interest on, or any additional amounts with respect to, the subordinated debt securities of such series, and to that end the holders of such senior indebtedness shall be entitled to receive, for application to the payment thereof, any payment or distribution of any kind or character, whether in cash, property or securities, including any such payment or distribution which may be payable or deliverable by reason of the payment of any other indebtedness being subordinated to the payment of subordinated debt securities of such series, which may be payable or deliverable in respect of the subordinated debt securities of such series upon any such dissolution, winding-up, liquidation or reorganization or in any such bankruptcy, insolvency, receivership or other proceeding.

By reason of such subordination, in the event of liquidation or insolvency, holders of senior indebtedness with respect to the subordinated debt securities of any series and holders of other obligations that are not subordinated to such senior indebtedness may recover more ratably than the holders of the subordinated debt securities of such series.

Subject to the payment in full of all senior indebtedness with respect to the subordinated debt securities of any series, the rights of the holders of the subordinated debt securities of such series will be subrogated to the rights of the holders of such senior indebtedness to receive payments or distributions of cash, property or securities applicable to such senior indebtedness until the principal of, any premium and interest on, and any additional amounts with respect to, the senior indebtedness with respect to the subordinated debt securities of such series have been paid in full.

No payment of principal (including redemption and sinking fund payments) of or any premium or interest on or any additional amounts with respect to the subordinated debt securities of any series may be made (1) if any senior indebtedness with respect to such series is not paid when due and any applicable grace period with respect to such default has ended and such default has not been cured or waived or ceased to exist, or (2) if the maturity of any senior indebtedness with respect to such series has been accelerated because of a default.

The Argo US subordinated indenture does not limit or prohibit Argo US from incurring additional senior indebtedness, which may include indebtedness that is senior to the subordinated debt securities of any series, but subordinate to its other obligations. The senior debt securities will constitute senior indebtedness with respect to the subordinated debt securities of each series under the Argo US subordinated indenture.

Under the Argo US subordinated indenture, “senior indebtedness” includes all of Argo US’s obligations to pay principal, premium and interest:

- for borrowed money;
- in the form of or evidenced by other instruments, including obligations incurred in connection with our purchase of property, assets or businesses;
- under capital leases;
- under letters of credit, bankers’ acceptances or similar facilities;
- issued or assumed in the form of a deferred purchase price of property or services, such as master leases;

The following types of indebtedness will not rank senior to the subordinated debt securities:

- indebtedness Argo US owes to a subsidiary;
- indebtedness which, by its terms, expressly provides that it does not rank senior to the subordinated debt securities; and
- indebtedness incurred in the form of trade accounts payable or accrued liabilities arising in the ordinary course of business.

The Argo US subordinated indenture provides that the foregoing subordination provisions, insofar as they relate to any particular series of subordinated debt securities, may be changed prior to such issuance. Any such change would be described in the related prospectus supplement.

### **SELLING SECURITYHOLDERS**

Information about selling securityholders, where applicable, will be set forth in a prospectus supplement, in a post-effective amendment, or in filings we make with the SEC under the Exchange Act which are incorporated by reference.

### **PLAN OF DISTRIBUTION**

Argo Group International Holdings, Ltd., the Capital Trust, Argo US and where applicable, selling securityholders, may sell offered securities in any one or more of the following ways from time to time:

- through agents,
- to or through underwriters,
- through dealers,
- directly to purchasers, or
- by any other method permitted by law.

The prospectus supplement with respect to the offered securities will set forth the terms of the offering of the offered securities, including:

- the name or names of any underwriters, dealers or agents,
- the purchase price of the offered securities and the proceeds to us, the Capital Trust, and/or the selling securityholders from such sale,

- any underwriting discounts and commissions or agency fees and other items constituting underwriters' or agents' compensation,
- any over-allotment options under which underwriters may purchase additional securities from us,
- any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers, or
- any trading market or securities exchange on which such offered securities may be listed.

Any initial public offering price, discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

The distribution of the offered securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

Offers to purchase offered securities may be solicited by agents designated by us, the Capital Trust, Argo US and/or selling securityholders from time to time. Any such agent involved in the offer or sale of the offered securities in respect of which this prospectus is delivered will be named, and any commissions payable by us, the Capital Trust, Argo US and/or selling securityholders to such agent will be set forth, in the applicable prospectus supplement. Unless otherwise indicated in such prospectus supplement, any such agent will be acting on a reasonable best efforts basis for the period of its appointment. Any such agent may be deemed to be an underwriter, as that term is defined in the Securities Act of 1933 (the "Securities Act"), of the offered securities so offered and sold.

If offered securities are sold by means of an underwritten offering, Argo Group International Holdings, Ltd., the Capital Trust, Argo US and/or selling securityholders will execute an underwriting agreement with an underwriter or underwriters, and the names of the specific managing underwriter or underwriters, as well as any other underwriters, and the terms of the transaction, including commissions, discounts and any other compensation of the underwriters and dealers, if any, will be set forth in the prospectus supplement which will be used by the underwriters to make resales of the offered securities. If underwriters are utilized in the sale of the offered securities, the offered securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at fixed public offering prices or at varying prices determined by the underwriters at the time of sale. Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by the managing underwriters. If any underwriter or underwriters are utilized in the sale of the offered securities, unless otherwise indicated in the prospectus supplement, the underwriting agreement will provide that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters with respect to a sale of offered securities will be obligated to purchase all such offered securities of a series if any are purchased.

Each underwriter, dealer and agent participating in the distribution of any offered securities which are issuable in bearer form will agree that it will not offer, sell, resell or deliver, directly or indirectly, offered securities in bearer form in the U.S. or to U.S. persons except as otherwise permitted by Treasury Regulations Section 1.163-5(c)(2)(i)(D).

Offered securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by the managing underwriters. If any underwriter or underwriters are utilized in the sale of the offered securities, unless otherwise indicated in the prospectus supplement, the underwriting agreement will provide that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters with respect to a sale of offered securities will be obligated to purchase all such offered securities of a series if any are purchased.

Argo Group International Holdings, Ltd., the Capital Trust, Argo US and, where applicable, selling securityholders, may grant to the underwriters options to purchase additional offered securities, to cover over-

allotments, if any, at the public offering price, with additional underwriting discounts or commissions, as may be set forth in the prospectus supplement relating thereto. If we grant any over-allotment option, the terms of such over-allotment option will be set forth in the prospectus supplement relating to such offered securities.

If a dealer is utilized in the sales of offered securities in respect of which this prospectus is delivered, Argo Group International Holdings, Ltd., the Capital Trust, Argo US and/or selling securityholders will sell such offered securities to the dealer as principal. The dealer may then resell such offered securities to the public at varying prices to be determined by such dealer at the time of resale. Any such dealer may be deemed to be an underwriter, as such term is defined in the Securities Act, of the offered securities so offered and sold. The name of the dealer and the terms of the transaction will be set forth in the related prospectus supplement.

Offers to purchase offered securities may be solicited directly by Argo Group International Holdings, Ltd., the Capital Trust, Argo US and/or selling securityholders and the sale thereof may be made by us directly to institutional investors or others, who may be deemed to be underwriters within the meaning of the Securities Act with respect to any resale thereof. The terms of any such sales will be described in the related prospectus supplement.

Offered securities may also be offered and sold, if so indicated in the applicable prospectus supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more firms, acting as principals for their own accounts or as agents for Argo Group International Holdings, Ltd., the Capital Trust or Argo US. Any such remarketing firm will be identified and the terms of its agreements, if any, with Argo Group International Holdings, Ltd., the Capital Trust and/or Argo US and its compensation will be described in the applicable prospectus supplement. Remarketing firms may be deemed to be underwriters, as such term is defined in the Securities Act, in connection with the offered securities remarketed thereby.

Argo Group International Holdings, Ltd. may sell equity securities in an offering “at the market” as defined in Rule 415 under the Securities Act. A post-effective amendment to this registration statement will be filed to identify the underwriter(s) at the time of the take-down for “at the market” offerings.

Underwriters and purchasers that are deemed underwriters under the Securities Act may engage in transactions that stabilize, maintain or otherwise affect the price of the securities, including the entry of stabilizing bids or syndicate covering transactions or the imposition of penalty bids. Such purchasers will be subject to the applicable provisions of the Securities Act and Exchange Act and the rules and regulations thereunder, including Rule 10b-5 and Regulation M. Regulation M may restrict the ability of any person engaged in the distribution of the securities to engage in market-making activities with respect to those securities. In addition, the anti-manipulation rules under the Exchange Act may apply to sales of the securities in the market. All of the foregoing may affect the marketability of the securities and the ability of any person to engage in market-making activities with respect to the securities.

Agents, underwriters, dealers and remarketing firms may be entitled under relevant agreements entered into with us to indemnification by us, the Capital Trust, Argo US and/or selling securityholders against certain civil liabilities, including liabilities under the Securities Act that may arise from any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission to state a material fact in this prospectus, any supplement or amendment hereto, or in the registration statement of which this prospectus forms a part, or to contribution with respect to payments which the agents, underwriters or dealers may be required to make.

If so indicated in the prospectus supplement, Argo Group International Holdings, Ltd., the Capital Trust, Argo US and/or selling securityholders will authorize underwriters or other persons acting as our agents to solicit offers by certain institutions to purchase offered securities from us at the public offering price, pursuant to contracts providing for payments and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies,

educational and charitable institutions and others, but in all cases such institutions must be approved by us, the Capital Trust, Argo US and/or selling securityholders. The obligations of any purchaser under any such contract will be subject to the condition that the purchase of the offered securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such other agents will not have any responsibility in respect of the validity or performance of such contracts. Disclosure in the prospectus supplement of the use of delayed delivery contracts will include the commission that underwriters and agents soliciting purchases of the securities under delayed contracts will be entitled to receive in addition to the date when Argo Group International Holdings, Ltd., the Capital Trust, Argo US and/or selling securityholders will demand payment and delivery of the securities under the delayed delivery contracts. These delayed delivery contracts will be subject only to the conditions that are described in the prospectus supplement.

Underwriters, dealers, agents and remarketing firms, or their affiliates, may be customers of, engage in transactions with, or perform services for, us and our subsidiaries in the ordinary course of business.

## **WHERE YOU CAN FIND MORE INFORMATION**

We file periodic reports, proxy statements and other information with the SEC. You may read and copy (at prescribed rates) any such reports, proxy statements and other information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. For further information concerning the SEC's Public Reference Room, you may call the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

This prospectus is part of a registration statement filed on Form S-3 with the SEC under the Securities Act. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information concerning us and the securities, you should read the entire registration statement and the additional information described under "Incorporation of Certain Information by Reference" below. The registration statement has been filed electronically and may be obtained in any manner listed above. Any statements contained herein concerning the provisions of any document are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the registration statement or otherwise filed with the SEC. Each such statement is qualified in its entirety by such reference.

## **INCORPORATION OF CERTAIN INFORMATION BY REFERENCE**

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information about us by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus. This prospectus incorporates by reference the documents and reports listed below filed by us with the SEC (File No. 1-15259) (other than portions of these documents that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017;
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2018 and June 30, 2018; and
- our Current Reports on Form 8-K filed on February 14, 2018, February 15, 2018, April 23, 2018, May 5, 2018, May 15, 2018, August 6, 2018, August 15, 2018 and August 22, 2018.

We also incorporate by reference the information contained in all other documents we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that

are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items, unless otherwise indicated therein) after the date of this prospectus and prior to the termination of this offering. The information contained in any such document will be considered part of this prospectus from the date the document is filed with the SEC.

Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We undertake to provide without charge to you, upon oral or written request, a copy of any or all of the documents that have been incorporated by reference in this prospectus, other than exhibits to such other documents (unless such exhibits are specifically incorporated by reference therein). All requests for such copies should be directed to Argo Group International Holdings, Ltd., 110 Pitts Bay Road, Pembroke HM 08, Bermuda, (441) 296-5858.

## **LEGAL MATTERS**

Unless otherwise indicated in the applicable prospectus supplement, certain legal matters as to Bermuda law in connection with this offering will be passed upon for us by Conyers Dill & Pearman Limited, and certain legal matters as to U.S. law in connection with this offering will be passed upon for us by Faegre Baker Daniels LLP, Chicago, Illinois. Matters of Delaware law relating to validity of the trust preferred securities will be passed upon for us and the Capital Trust by Richards, Layton & Finger, P.A., special Delaware counsel to us and the Capital Trust. Additional legal matters may be passed on for us, or any underwriters, dealers or agents, by counsel which we will name in the applicable prospectus supplement.

## **EXPERTS**

The consolidated financial statements of Argo Group International Holdings, Ltd. appearing in the Company's Annual Report (Form 10-K) for the year ended December 31, 2017 (including schedules appearing therein), and the effectiveness of the Company's internal control over financial reporting as of December 31, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

## **ENFORCEABILITY OF CIVIL LIABILITIES UNDER UNITED STATES FEDERAL SECURITIES LAWS AND OTHER MATTERS**

Argo Group is organized under the laws of Bermuda. In addition, some of our directors and officers reside outside the United States, and all or a substantial portion of their assets and its assets are or may be located in jurisdictions outside the United States. Therefore, it may be difficult for investors to effect service of process within the United States upon our non-U.S. based directors and officers or to recover against Argo Group, or such directors and officers or obtain judgments of U.S. courts, including judgments predicated upon the civil liability provisions of the U.S. federal securities laws against them. However, Argo Group may be served with process in the United States with respect to actions against it arising out of or in connection with violations of U.S. federal securities laws relating to offers and sales of securities made hereby by serving National Registered Agents, Inc., 1015 15th Street, NW, Suite 1000, Washington, DC 20005, our U.S. agent irrevocably appointed for that purpose.

We have been advised by Conyers Dill & Pearman Limited, our Bermuda counsel, that there is no treaty in force between the United States and Bermuda providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As a result, whether a United States judgment would be enforceable in Bermuda against us or our directors and officers depends on whether the U.S. court that entered the judgment is recognized by the Bermuda court as having jurisdiction over us or our directors and officers, as determined by reference to Bermuda conflict of law rules. A judgment debt from a U.S. court that is final and for a sum certain based on U.S. federal securities laws will not be enforceable in Bermuda unless the judgment debtor had submitted to the jurisdiction of the U.S. court, and the issue of submission and jurisdiction is a matter of Bermuda (not U.S.) law.

In addition, and irrespective of jurisdictional issues, the Bermuda courts will not enforce a U.S. federal securities law that is either penal or contrary to public policy. It is the advice of Conyers Dill & Pearman Limited that an action brought pursuant to a public or penal law, the purpose of which is the enforcement of a sanction, power or right at the instance of the state in its sovereign capacity, will not be entertained by a Bermuda Court. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under U.S. federal securities laws, would not be available under Bermuda law or enforceable in a Bermuda court, as they would be contrary to Bermuda public policy. Further, no claim may be brought in Bermuda against us or our directors and officers in the first instance for violation of U.S. federal securities laws because these laws have no extraterritorial jurisdiction under Bermuda law and do not have the force of law in Bermuda. A Bermuda court may, however, impose civil liability on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law.

The BMA and the Registrar of Companies in Bermuda accept no responsibility for the financial soundness of any proposal or for the correctness of any of the statements made or opinions expressed in this prospectus or any prospectus supplement.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

The following is a statement of the estimated expenses, to be paid solely by Argo Group, of the issuance and distribution of the securities being registered hereby:

	Amount to be paid
Securities and Exchange Commission registration fee	(1)
Printing expenses	(1)
Accounting fees and expenses	(1)
Legal fees and expenses	(1)
Rating agency fees and expenses	(1)
Trustee's fees and expenses (including counsel's fees)	(1)
Miscellaneous expenses	(1)
Total	(1)

- (1) Because an indeterminate amount of securities is covered by this registration statement, the expenses in connection with the issuance and distribution of securities are not currently determinable. An estimate of the aggregate expenses in connection with each sale of the securities being offered will be included in the applicable prospectus supplement.

**Item 15. Indemnification of Directors and Officers.**

**Argo Group International Holdings, Ltd.**

Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to such company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Companies Act. Section 98 further provides that any provision, whether contained in the bye-laws of a company or in any contract or arrangement between such company and any director exempting or indemnifying him against any liability which would otherwise attach to him in respect of any fraud or dishonesty of which he may be guilty in relation to such company, shall be void.

Section 98A of the Companies Act permits a Bermuda company to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not such Bermuda company may otherwise indemnify such officer or director.

Under Argo Group International Holdings, Ltd.'s bye-laws, Argo Group International Holdings, Ltd. is obligated to indemnify its directors and officers against all actions, costs, charges, losses, damages and expenses incurred or sustained by such person by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts; provided that such indemnification shall not extend to any matter in respect of any fraud or dishonesty which may attach to such director or officer.

We maintain policies of insurance under which we and our directors and officers are insured subject to specified exclusions and deductible and maximum amounts against loss arising from any claim which may be made against us or any of our directors or officers by reason of any breach of duty, neglect, error, misstatement, omission or act done or alleged to have been done while acting in our or their respective capacities.



### **Argo Group US, Inc.**

Section 145 of the General Corporation Law of the State of Delaware (“DGCL”), as amended, provides that under certain circumstances a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or is or was serving at its request in such capacity in another corporation or business association, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. Section 145 of the DGCL empowers a corporation to indemnify its directors and officers and to purchase insurance with respect to liability arising out of their capacity or status as directors and officers, provided that this provision shall not eliminate or limit the liability of a director: (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) arising under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit. Section 145 of the DGCL provides further that the indemnification permitted thereunder shall not be deemed exclusive of any other rights to which the directors and officers may be entitled under the corporation’s bylaws, any agreement, a vote of stockholders or otherwise.

The certificate of incorporation of Argo US provides that, to the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of Argo US shall not be liable to Argo US or its stockholders for monetary damages for a breach of fiduciary duty as a director. Argo US’s by-laws further provide that each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, is or was a director or officer, of Argo US or is or was serving at the request of Argo US as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, may be indemnified and held harmless by Argo US to the fullest extent which it is empowered to do so by the DGCL, as the same exists or may hereafter be amended against all expense, liability and loss (including attorneys’ fees actually and reasonably incurred by such person in connection with such proceeding). Argo Group International Holdings, Ltd. has purchased insurance on behalf of the directors and officers of Argo US in their capacities as such.

### **Argo Group Statutory Trust**

The amended and restated declaration of trust for the Capital Trust will provide that none of the trustee or any of its affiliates, officers, directors, shareholders, members, partners, employees, representatives or agents will be responsible for to the Capital Trust or any of its affiliates, officers, directors, shareholders, partners, members, representatives, employees or agents, for any loss, damage or claim if incurred due to an act or omission that occurred in good faith on behalf of the Capital Trust and in a manner reasonably believed by such party to be within the authority given under such declaration of trust or applicable law, except with respect to the negligence, bad faith or willful misconduct of such party with respect to such acts or omissions.

For a statement of Argo Group International Holdings, Ltd.’s, Argo US’s and the Capital Trust’s undertaking with respect to indemnification of directors, officers and trustees see Item 17 below.

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**[Table of Contents](#)****Item 16. Exhibits.**

The following documents are filed as a part of, or incorporated by reference into, this report:

<b>Exhibit No.</b>	<b>Description</b>
1.1	Form of Underwriting Agreement (1)
3.1	<a href="#"><u>Amended and Restated Memorandum of Association of Argo Group International Holdings, Ltd. (incorporated by reference to Exhibit 3.1 to the Current Report of Argo Group International Holdings, Ltd. on Form 8-K filed on August 8, 2007)</u></a>
3.2	<a href="#"><u>Amended and Restated Bye-Laws of Argo Group International Holdings, Ltd. (incorporated by reference to Appendix I to Argo Group International Holdings, Ltd.'s Proxy Statement for the 2010 Annual General Meeting of Shareholders filed with the Securities and Exchange Commission on March 15, 2010)</u></a>
3.3	<a href="#"><u>Amended and Restated Certificate of Incorporation of Argo Group US, Inc. (incorporated by reference to Exhibit 3.3 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
3.4	<a href="#"><u>Amended and Restated By-laws of Argo Group US, Inc. (incorporated by reference to Exhibit 3.4 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
4.1	<a href="#"><u>Form of Indenture relating to the Argo Group International Holdings, Ltd. Senior Debt Securities (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
4.2	<a href="#"><u>Form of Indenture relating to the Argo Group International Holdings, Ltd. Subordinated Debt Securities (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
4.3	<a href="#"><u>Form of Indenture relating to the Argo US Senior Debt Securities (including the Argo Group International Holdings, Ltd. Guarantee) (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
4.4	<a href="#"><u>Form of First Supplemental Indenture supplementing the Indenture relating to Argo Group US Senior Debt Securities among Argo Group International Holdings, Ltd., Argo Group US, Inc. and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.2 of Argo Group International Holdings, Ltd.'s Form 8-A filed on September 21, 2012)</u></a>
4.5	<a href="#"><u>Form of 6.500% Senior Notes of Argo Group US, Inc. due September 15, 2042 (incorporated by reference to Exhibit 4.2 of Argo Group International Holdings, Ltd.'s Form 8-A filed on September 21, 2012)</u></a>
4.6	<a href="#"><u>Form of Indenture relating to the Argo US Subordinated Debt Securities (including the Argo Group International Holdings, Ltd. Guarantee) (incorporated by reference to Exhibit 4.4 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on September 18, 2012)</u></a>
4.7	Form of Debt Securities (1)
4.8	<a href="#"><u>Form of Certificate of Common Shares of Argo Group (incorporated by reference to Exhibit 4.1 to the Current Report of Argo Group International Holdings, Ltd. on Form 8-K filed on August 8, 2007)</u></a>
4.9	Form of Certificate of Designation, Preferences and Rights for Preferred Shares of Argo Group International Holdings, Ltd. (1)
4.10	Form of deposit agreement, including the form of depositary receipt (1)
4.11	Form of Warrant Agreement for warrants sold alone, including the form of Warrant Certificate (1)

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4.12	Form of Warrant Agreement for warrants sold attached to securities, including the form of Warrant Certificate (1)
4.13	Form of Warrant for common shares (1)
4.14	Form of Unit Agreement (1)
4.15	Form of Purchase Contract (1)
4.16	<a href="#">Certificate of Trust for Argo Group Statutory Trust (incorporated by reference to Exhibit 4.11 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on August 19, 2009)</a>
4.17	<a href="#">Declaration of Trust for Argo Group Statutory Trust (incorporated by reference to Exhibit 4.12 to the Registration Statement on Form S-3 of Argo Group International Holdings, Ltd. filed on August 19, 2009)</a>
4.18	<a href="#">Form of Amended and Restated Declaration of Trust for Argo Group Statutory Trust (including form of trust preferred security) (incorporated by reference to Exhibit 4.13 to Argo Group International Holdings, Ltd.'s Form S-3 filed on August 19, 2009)</a>
4.19	Form of Trust Preferred Securities Guarantee Agreement (1)
4.20	<a href="#">\$325,000,000 Credit Agreement, dated as of March 3, 2017, among Argo Group International Holdings, Ltd., Argo Group US, Inc., Argo International Holdings Limited and Argo Underwriting Agency Limited, the Lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Wells Fargo Bank, N.A., as syndication agent, and the other parties thereto (incorporated by reference to Exhibit 10.1 to Argo Group International Holdings, Ltd.'s Current Report on Form 8-K filed on March 9, 2017)</a>
5.1	<a href="#">Opinion of Faegre Baker Daniels LLP</a>
5.2	<a href="#">Opinion of Conyers Dill &amp; Pearman Limited</a>
5.3	<a href="#">Opinion of Richards, Layton &amp; Finger, P.A.</a>
12.1	<a href="#">Calculation of ratio of earnings to fixed charges</a>
23.1	<a href="#">Consent of Ernst &amp; Young LLP</a>
23.2	<a href="#">Consent of Faegre Baker Daniels LLP (included in Exhibit 5.1)</a>
23.3	<a href="#">Consent of Conyers Dill &amp; Pearman Limited (included in Exhibit 5.2)</a>
23.4	<a href="#">Consent of Richards, Layton &amp; Finger, P.A. (included in Exhibit 5.3)</a>
24.1	<a href="#">Powers of attorney (included in Part II to the Registration Statement)</a>
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Senior Debt Securities under the Senior Debt Indenture (1)
25.2	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Subordinated Debt Securities under the Subordinated Debt Indenture (1)
25.3	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Debt Securities (and the related Guarantee) under the Argo US Senior Debt Securities Indenture (1)
25.4	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Debt Securities (and the related Guarantee) under the Argo US Subordinated Debt Securities Indenture (1)

- 25.5 Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Argo Group Statutory Trust Preferred Securities under the Declaration of Trust of Argo Group Statutory Trust (1)
- 25.6 Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 to act as trustee as to the Guarantee for the benefit of the holders of Trust Preferred Securities of Argo Group Statutory Trust (1)

(1) To be filed, if necessary, by a post effective amendment to the registration statement or as an exhibit to a document incorporated by reference herein.

**Item 17. Undertakings.**

(a) The undersigned registrants hereby undertake:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act to any purchaser:
- (i) Each prospectus filed by a registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
- (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to

Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (5) That, for the purpose of determining liability of a registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, an undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of an undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by an undersigned registrant;
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about an undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
  - (iv) Any other communication that is an offer in the offering made by an undersigned registrant to the purchaser.
- (b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of a registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) The undersigned registrants hereby undertake to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.
- (d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the provisions referred to in Item 15, or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful

defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned officers and directors of Argo Group International Holdings, Inc., hereby constitutes and appoints Mark E. Watson III and Jay S. Bullock, and each and any of them, his or her true and lawful attorneys-in-fact and agents, for him or her and in his or her name, place and stead, in any and all capacities, with full power to act alone, to sign any and all amendments to this registration statement (including any post-effective amendment) and any registration statement to be filed with the Securities and Exchange Commission pursuant to Rule 462(b), with all exhibits thereto, and any and all documents in connection therewith, with the Securities and Exchange Commission, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Pembroke, Bermuda on the 21st day of September, 2018.

### ARGO GROUP INTERNATIONAL HOLDINGS, LTD.

By: / S / M ARK E. W ATSON III  
Name: Mark E. Watson III  
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement and power of attorney have been signed below by the following persons in the capacities indicated on the 21st day of September, 2018.

<u>Signature</u>	<u>Title</u>
<u>/ S / M ARK E. W ATSON III</u> Mark E. Watson III	President and Chief Executive Officer and Director (Principal Executive Officer)
<u>/ S / J AY S. B ULLOCK</u> Jay S. Bullock	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>/ S / G ARY V. W OODS</u> Gary V. Woods	Director
<u>/ S / T HOMAS A. B RADLEY</u> Thomas A. Bradley	Director
<u>/ S / F. S EDGWICK B ROWNE</u> F. Sedgwick Browne	Director
<u>/ S / H ECTOR D E L EON</u> Hector DeLeon	Director
<u>/ S / M URAL R. J OSEPHSON</u> Mural R. Josephson	Director
<u>/ S / D YMPHNA A. L EHANE</u> Dymphna A. Lehane	Director

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<u>Signature</u>	<u>Title</u>
<u>/ S / K ATHLEEN A. N EALON</u> Kathleen A. Nealon	Director
<u>/ S / J OHN R. P OWER , J R .</u> John R. Power, Jr.	Director
<u>/ S / A L -N OOR R AMJI</u> Al-Noor Ramji	Director
<u>/ S / J OHN H. T ONELLI</u> John H. Tonelli	Director
<u>/ S / C RAIG S. C OMEAUX</u> Craig S. Comeaux	Authorized Representative in the United States
	II-9



**SIGNATURES**

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Pembroke, Bermuda on the 21st day of September, 2018.

**ARGO GROUP STATUTORY TRUST**

**ARGO GROUP INTERNATIONAL HOLDINGS, LTD.,  
AS SPONSOR**

By: / s / C RAIG S. C OMEAUX

Name: Craig S. Comeaux

Title: Secretary

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in San Antonio, Texas on the 21st day of September, 2018.

**ARGO GROUP US, INC.**

By: / s / M A R K E. W A T S O N I I I  
Name: Mark E. Watson III  
Title: Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities indicated on the 21st day of September, 2018.

<u>Signature</u>	<u>Title</u>
<u>/ S / M A R K E. W A T S O N I I I</u> Mark E. Watson III	Chairman and Chief Executive Officer and Director (Principal Executive Officer)
<u>/ S / J A Y S. B U L L O C K</u> Jay S. Bullock	Executive Vice President, Finance, and Director (Principal Financial and Accounting Officer)
<u>/ S / C R A I G S. C O M E A U X</u> Craig S. Comeaux	Director
<u>/ S / H E C T O R D E L E O N</u> Hector DeLeon	Director
<u>/ S / K E V I N J. R E H N B E R G</u> Kevin J. Rehnberg	Director

**Faegre Baker Daniels LLP**  
 311 South Wacker Drive Suite 4400  
 Chicago Illinois 60606-6622  
 Phone +1 312 212 6500  
 Fax +1 312 212 6501

September 21, 2018

Argo Group International Holdings, Ltd.  
 110 Pitts Bay Road  
 Pembroke HM08, Bermuda

Ladies and Gentlemen:

We are acting as special counsel to Argo Group International Holdings, Ltd., an exempted company organized under the laws of Bermuda (“Argo Group” or the “Company”), and Argo Group US, Inc., a corporation organized under the laws of Delaware and a wholly owned indirect subsidiary of the Company (“Argo US”), in connection with the preparation of the Registration Statement on Form S-3 (such Registration Statement, as amended or supplemented, is hereinafter referred to as the “Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”) on or about September 21, 2018 under the Securities Act of 1933, as amended (the “Securities Act”), by the Company, Argo US and Argo Group Statutory Trust, a statutory business trust created under the laws of Delaware (the “Capital Trust”). The Registration Statement relates to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Securities Act, of an unspecified amount of the following securities: (i) common shares of the Company, par value \$1.00 per share (the “Common Shares”); (ii) preferred shares of the Company, par value \$1.00 per share (the “Preferred Shares”); (iii) depositary shares of the Company representing Common Shares or Preferred Shares (the “Depositary Shares”); (iv) senior debt securities of the Company, which may be secured or unsecured and which may be convertible into Common Shares or Preferred Shares (the “Senior Debt Securities”); (v) subordinated debt securities of the Company, which may be secured or unsecured and which may be convertible into Common Shares or Preferred Shares (the “Subordinated Debt Securities” and, together with the Senior Debt Securities, the “Debt Securities”); (vi) warrants of the Company or other rights to purchase or otherwise acquire Common Shares, Preferred Shares or Debt Securities of the Company (“Warrants”); (vii) senior debt securities of Argo US (the “Argo US Senior Debt Securities”); (viii) subordinated debt securities of Argo US (the “Argo US Subordinated Debt Securities” and, together with the Argo US Senior Debt Securities, the “Argo US Debt Securities”); (ix) guarantees of the Company to be issued in connection with the Argo US Senior Debt Securities (the “Argo US Senior Debt Securities Guarantees”) and the Argo US Subordinated Debt Securities (the “Argo US Subordinated Debt Securities Guarantees” and, together with the Argo US Senior Debt Securities Guarantees, the “Argo US Debt Securities Guarantees”); (x) contracts obligating holders to purchase from Argo Group, and/or Argo Group to purchase from holders, a specified amount of Common Shares, Preferred Shares, or Depositary Shares of the Company at a future date or dates (the “Purchase Contracts”); (xi) trust preferred securities (the “Trust Preferred Securities”) issued by the Capital Trust; (xii) the guarantees of the Company of the Trust Preferred Securities (the “Trust Preferred Guarantees”); and (xiii) units comprised of one or more Securities (as hereinafter defined) in any combination (the “Units,” and, together with the Common Shares, Preferred Shares, Depositary Shares, Debt Securities, Warrants, Argo US Debt Securities, Argo US Debt Securities Guarantees, Purchase Contracts, Trust Preferred Securities, and Trust Preferred Guarantees, the “Securities”), each of which shall include such indeterminate number of Securities as may be determined to be issuable directly (including as a component of or as represented by any other Security) or upon the conversion or exercise of or purchase under any other Security in one or more offerings from time to time on a delayed or continuous basis (the “Offerings”).

You have advised us that: (i) the Depositary Shares will be issued under a deposit agreement by and among the Company and the other parties named therein, in a form that will be filed as an exhibit to a post-effective amendment to the Registration Statement or incorporated by reference therein (the “Deposit Agreement”); (ii) the Senior Debt Securities will be issued under the form of indenture filed as an exhibit to the Registration Statement (as amended or supplemented from time to time, the “Senior Debt Indenture”) to be entered into between the Company and a trustee to be named at a later date (the “Senior Debt Trustee”); (iii) the Subordinated Debt Securities will be issued under the form of indenture filed as an exhibit to the Registration Statement (as amended or supplemented from time to time, the “Subordinated Debt Indenture” and, together with the Senior Debt Indenture, the “Debt Indentures”), to be entered into between the Company and a trustee to be named at a later date (the “Subordinated Debt Trustee”, and, together with the Senior Debt Trustee, the “Debt Trustees”); (iv) the Warrants will be issued under one or more warrant agreements by and between the Company and a financial institution named therein as the warrant agent (each, a “Warrant Agent”), in a form that will be filed as an exhibit to a post-effective amendment to the Registration Statement or incorporated by reference therein (each, a “Warrant Agreement”); (v) the Argo US Senior Debt Securities and the Argo US Senior Debt Securities Guarantees will be issued under the indenture filed as an exhibit to the Registration Statement (as amended or supplemented from time to time, the “Argo US Senior Debt Indenture”) entered into as of September 25, 2012 between the Company, Argo US and Wells Fargo Bank, National Association, as trustee (the “Argo US Senior Debt Trustee”); (vi) the Argo US Subordinated Debt Securities and the Argo US Subordinated Debt Securities Guarantees will be issued under the form of indenture filed as an exhibit to the Registration Statement (as amended or supplemented from time to time, the “Argo US Subordinated Debt Indenture” and, together with the Argo US Senior Debt Indenture, the “Argo US Debt Indentures”), to be entered into between the Company, Argo US and a trustee to be named at a later date (the “Argo US Subordinated Debt Trustee”, and, together with the Argo US Senior Debt Trustee, the “Argo US Debt Trustees”); (vii) the Purchase Contracts will be issued under a purchase contract agreement by and among the Company and the other parties named therein, in a form that will be filed as an exhibit to a post-effective amendment to the Registration Statement or incorporated by reference therein (each, a “Purchase Contract Agreement”); (viii) the Trust Preferred Securities will be issued by the Capital Trust under an Amended and Restated Declaration of Trust in the form filed as an exhibit to the Registration Statement (the “Amended Declaration”) by and among the Company and the trustee(s) named therein (each, a “Trust Preferred Trustee”); (ix) the Trust Preferred Guarantees will be issued by the Company under a trust preferred securities guarantee agreement (the “Trust Preferred Guarantee Agreement”) between the Company and the guarantee trustee(s) named therein (each, a “Guarantee Trustee”) in a form that will be filed as an exhibit to a post-effective amendment to the Registration Statement or incorporated by reference therein; and (x) the Units will be issued under a purchase agreement by and among the Company and the other parties named therein, in a form that will be filed as an exhibit to a post-effective amendment to the Registration Statement or incorporated by reference therein (each, a “Unit Purchase Agreement”). Each Deposit Agreement, Warrant Agreement, Purchase Contract Agreement, Trust Preferred Guarantee Agreement and Unit Purchase Agreement as well as the Senior Debt Indenture, the Subordinated Debt Indenture, the Argo US Senior Debt Indenture, the Argo US Subordinated Debt Indenture, the Amended Declaration, and the Company’s organizational documents and any other documents, instruments or agreements under which the Common Shares and Preferred Shares will be established (the “Company Organizational Documents”) shall be referred to herein as a “Governing Document.” Each Debt Trustee, Argo US Debt Trustee, Trust Preferred Trustee, Guarantee Trustee, Warrant Agent and counterparty to a Deposit Agreement, a Purchase Contract or a Unit Purchase Agreement shall be referred to herein as a “Governing Document Counterparty”).

In connection with the registration of the Securities, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including: (i) the organizational documents of Argo US, (ii) minutes and records of the corporate proceedings of Argo US, and (iii) the Registration Statement and the exhibits thereto.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than Argo US and the due authorization, execution and delivery of all documents by the parties thereto other than Argo US. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of the officers and other representatives of the Company, Argo US and the Capital Trust.

We have also assumed that:

(i) the Registration Statement will have become effective and comply with all applicable laws;

(ii) the Registration Statement will be effective and will comply with all applicable laws at the time the Securities are offered or issued as contemplated by the Registration Statement;

(iii) a prospectus supplement or term sheet (“Prospectus Supplement”) will have been prepared and filed with the Commission describing the Securities offered thereby and will comply with all applicable laws;

(iv) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the appropriate Prospectus Supplement;

(v) the Securities will be issued and sold in the form and containing the terms set forth in the Registration Statement, the appropriate Prospectus Supplement and the relevant Governing Document;

(vi) the Securities offered as well as the terms of the applicable Governing Document, as executed and delivered, do not violate any law applicable to the Company, Argo US or the Capital Trust, as applicable, or result in a default under or breach of any agreement or instrument binding upon the Company, Argo US or the Capital Trust, as applicable;

(vii) the Company, Argo US or the Capital Trust, as applicable, will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other regulatory authorities necessary to issue and sell the Securities being offered and to execute and deliver the applicable Governing Document;

(viii) the Securities offered as well as the terms of the applicable Governing Document, as executed and delivered, comply with all requirements and restrictions, if any, applicable to the Company, Argo US or the Capital Trust, as applicable, whether imposed by any court or governmental or regulatory body having jurisdiction over the Company, Argo US or the Capital Trust, as applicable;

(ix) a definitive purchase, underwriting, sales agent or similar agreement (each, a “Purchase Agreement”) with respect to any Securities offered or issued will have been duly authorized and validly executed and delivered by the Company, Argo US or the Capital Trust, as applicable, and the other parties thereto;

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(x) any applicable indenture and indenture trustee will have been qualified under the Trust Indenture Act of 1939, as amended;

(xi) any Securities issuable upon conversion or exercise of or purchase pursuant to any other Security will be duly authorized by all necessary corporate or organizational action, duly established in accordance with the terms of such authorization, the applicable Governing Documents and applicable law, and, if appropriate, duly reserved for issuance upon such conversion, exercise or purchase, and the conversion, exercise or purchase price for such Securities will constitute legally sufficient consideration for the issuance of such Securities; and

(xii) in the case of Securities issuable upon conversion or exercise of or purchase pursuant to any other Security, and in the case of Securities represented by or constituting a component of any other Security, the actions in respect of such other Security referred to in the applicable paragraph or paragraphs below will have been completed.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. When, as and if (a) the applicable Deposit Agreement has been duly authorized, executed and delivered by the Company, (b) the appropriate corporate or organizational action has been taken to authorize the form, terms, execution, attestation, issuance and delivery of the Depositary Shares (including depositary receipts evidencing the Depositary Shares), (c) depositary receipts evidencing Depositary Shares in such form and with such terms have been duly executed, attested, issued and delivered by the Company against payment in accordance with such authorization, the applicable Deposit Agreement and applicable law, and (d) the Common Shares or Preferred Shares represented by such Depositary Shares have been duly authorized by all necessary corporate or organizational action and duly issued in accordance with such authorization, the Company Organizational Documents and applicable law, such Depositary Shares (including any Depositary Shares issued upon purchase under any Purchase Contract pursuant to the terms thereof) will be legally issued and will entitle their holders to the rights specified in the applicable Deposit Agreement.

2. When, as and if (a) the Senior Debt Indenture has been duly authorized, executed and delivered by the Company, (b) the terms of any particular series of Senior Debt Securities have been duly authorized and duly established in accordance with the Senior Debt Indenture and applicable law, (c) the appropriate corporate or organizational action has been taken to authorize the form, terms, execution, attestation, issuance and delivery of such Senior Debt Securities, and (d) such Senior Debt Securities have been duly executed, attested, issued and delivered by the Company against payment in accordance with such authorization, the Senior Debt Indenture, the applicable Purchase Agreement and applicable law and duly authenticated by the Senior Debt Trustee, such Senior Debt Securities (including any Senior Debt Securities issued upon the exercise of Warrants pursuant to the terms thereof) will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

3. When, as and if (a) the Subordinated Debt Indenture has been duly authorized, executed and delivered by the Company, (b) the terms of any particular series of Subordinated Debt Securities have been duly authorized and duly established in accordance with the Subordinated Debt Indenture and applicable law, (c) the appropriate corporate or organizational action has been taken to authorize the form, terms, execution, attestation, issuance and delivery of such Subordinated Debt Securities, and (d) such Subordinated Debt Securities have been duly executed, attested, issued and delivered by the Company against payment in

accordance with such authorization, the Subordinated Debt Indenture, the applicable Purchase Agreement and applicable law and duly authenticated by the Subordinated Debt Trustee, such Subordinated Debt Securities (including any Subordinated Debt Securities issued upon the exercise of Warrants pursuant to the terms thereof) will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

4. When, as and if (a) the applicable Warrant Agreement has been duly authorized, executed and delivered by the Company, (b) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution, attestation, issuance and delivery of the Warrants (including certificates evidencing the Warrants), and (c) certificates evidencing Warrants in such form and with such terms have been duly executed, attested, issued and delivered by the Company against payment in accordance with such authorization, the applicable Warrant Agreement and applicable law, such Warrants will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

5. When, as and if (a) any required amendment or supplement to the Argo US Senior Debt Indenture has been duly authorized, executed and delivered by Argo US, (b) the terms of any particular series of Argo US Senior Debt Securities have been duly authorized and duly established in accordance with the Argo US Senior Debt Indenture and applicable law, (c) the appropriate corporate or organizational action has been taken to authorize the form, terms, execution, attestation, issuance and delivery of such Argo US Senior Debt Securities, and (d) such Argo US Senior Debt Securities have been duly executed, attested, issued and delivered by Argo US against payment in accordance with such authorization, the Argo US Senior Debt Indenture, the applicable Purchase Agreement and applicable law and duly authenticated by the Argo US Senior Debt Trustee, such Argo US Senior Debt Securities will constitute valid and binding obligations of Argo US enforceable against Argo US in accordance with their terms.

6. When, as and if (a) the Argo US Subordinated Debt Indenture has been duly authorized, executed and delivered by Argo US, (b) the terms of any particular series of Argo US Subordinated Debt Securities have been duly authorized and duly established in accordance with the Argo US Subordinated Debt Indenture and applicable law, (c) the appropriate corporate or organizational action has been taken to authorize the form, terms, execution, attestation, issuance and delivery of such Argo US Subordinated Debt Securities, and (d) such Argo US Subordinated Debt Securities have been duly executed, attested, issued and delivered by Argo US against payment in accordance with such authorization, the Argo US Subordinated Debt Indenture, the applicable Purchase Agreement and applicable law and duly authenticated by the Argo US Subordinated Debt Trustee, such Argo US Subordinated Debt Securities will constitute valid and binding obligations of Argo US enforceable against Argo US in accordance with their terms.

7. When, as and if (a) the Argo US Debt Securities Guarantees in respect of any particular series of Argo US Debt Securities have been duly authorized by the Company, (b) the Argo US Debt Indenture with respect to such series has been duly executed and delivered by the Company, and (c) the applicable Argo US Debt Securities have been duly authorized by Argo US, duly executed, attested, issued and delivered by Argo US against payment therefor in accordance with such authorization, the applicable Argo US Debt Indenture, the applicable Purchase Agreement and applicable law and duly authenticated by the applicable Argo US Debt Trustee, such Argo US Debt Securities Guarantees will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

8. When, as and if (a) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution, attestation, issuance and delivery of the Purchase Contracts, and (b) Purchase Contracts in such form and with such terms have been duly executed, attested, issued and delivered by the Company against payment in accordance with such authorization, the applicable Purchase Agreement and applicable law, such Purchase Contracts will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

9. When, as and if (a) the applicable Unit Purchase Agreement has been duly authorized, executed and delivered by the Company, (b) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution, attestation, issuance and delivery of the Units (including certificates evidencing the Units), (c) certificates evidencing Units in such form and with such terms have been duly executed, attested, issued and delivered by the Company against payment in accordance with such authorization, the applicable Unit Purchase Agreement and applicable law, and (d) the Securities constituting components of such Units have been duly authorized by all necessary corporate or organizational action and, in the case of Units consisting of Senior Debt Securities, Warrants or Purchase Contracts, the other actions with respect thereto referred to in paragraph (2), (3), (4) or (8) above (as the case may be) have been completed and, in the case of Units consisting of Common Shares or Preferred Shares, such Common Shares or Preferred Shares have been duly issued in accordance with such authorization, the Company Organizational Documents and applicable law, such Units will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

10. When, as and if (a) the Trust Preferred Guarantees have been duly authorized by the Company, (b) the Trust Preferred Guarantee Agreement has been duly executed and delivered by the Company, and (c) the Trust Preferred Securities have been duly authorized by the Capital Trust, duly executed, attested, issued and delivered by the Capital Trust against payment therefor in accordance with such authorization, the Amended Declaration, the applicable Purchase Agreement and applicable law and duly authenticated by the Trust Preferred Trustee, such Trust Preferred Guarantees will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

Our opinions expressed above are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies or enforce certain terms, and (iv) any laws except the laws of the State of New York and the General Corporation Law of the State of Delaware. We have assumed for purposes of rendering our opinions that New York law will be chosen to govern each Security that is a contract and each related Governing Document.

We express no opinion with respect to the enforceability of (i) consents to, or restrictions upon, judicial relief or jurisdiction or venue; (ii) waivers of rights or defenses with respect to stay, extension or usury laws; (iii) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (iv) waivers of broadly or vaguely stated rights; (v) provisions for exclusivity, election or cumulation of rights or remedies; (vi) provisions authorizing or validating conclusive or discretionary determinations; (vii) grants of setoff rights; (viii) provisions for the payment of attorneys' fees where such payment is contrary to law or public policy; (ix) proxies, powers and trusts; (x) restrictions upon non-written modifications and waivers; (xi) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; (xii) any provision to the extent it requires any party to indemnify any other person against loss in obtaining the currency due following a court judgment in another currency; (xiii) provisions for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; and (xiv) any provision that provides for rights or remedies upon a change in composition of the board of directors (or similar governing body) of any party. In addition, we express no opinion with respect to (i) whether acceleration of the Debt Securities or the Argo US Debt Securities may affect the collectability of that portion of the stated principal amount thereof that might be determined to constitute unearned interest thereon, (ii) compliance with laws relating to permissible rates of interest or (iii) the creation, validity, perfection or priority of any security interest or lien.



To the extent that the obligations of the Company, Argo US or the Capital Trust under any Governing Document may be dependent on such matters, we assume for purposes of this opinion that the applicable Governing Document Counterparty is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that the applicable Governing Document Counterparty is duly qualified to engage in the activities contemplated by applicable Governing Document; that the applicable Governing Document has been duly authorized, executed and delivered by the applicable Governing Document Counterparty and constitutes the legally valid and binding obligations of such Governing Document Counterparty, enforceable against such Governing Document Counterparty in accordance with its terms; that the applicable Governing Document Counterparty is in compliance, generally and with respect to acting as trustee, warrant agent, depository or other counterparty, as the case may be, under the applicable Governing Document, with all applicable laws and regulations; and that the applicable Governing Document Counterparty has the requisite organizational and legal power and authority to perform its obligations under the applicable Governing Document.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or “Blue Sky” laws of the various states to the sale of the Securities.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the State of New York or the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

Sincerely,

FAEGRE BAKER DANIELS LLP

By: /s/ Roger D. Rhoten

Roger D. Rhoten

September 21, 2018

Matter No.:359317

Doc. No. 14530571

441 299 4918

charles.collis@conyersdill.com

Argo Group International Holdings, Ltd.  
110 Pitts Bay Road  
Pembroke HM08  
Bermuda

Dear Sirs

**Argo Group International Holdings, Ltd. (the “Company”)**

We have acted as special legal counsel in Bermuda to the Company in connection with a registration statement on form S-3 filed by the Company, Argo Group Statutory Trust (“Capital Trust”) and Argo Group US, Inc. (“Argo US”) with the United States Securities and Exchange Commission (the “Commission”) on September 21, 2018 (the “Registration Statement”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the shelf registration under the United States Securities Act of 1933, as amended, (the “Securities Act”) of common shares of the Company, par value US\$1.00 each (the “Common Shares”), preferred shares of the Company, par value US\$1.00 each (the “Preferred Shares” and, together with Common Shares, the “Equity Securities”, which term includes any common shares or preferred shares to be issued pursuant to the conversion, exchange or exercise of any other securities), depositary shares of the Company (the “Depositary Shares”), senior debt securities of the Company (the “Senior Debt Securities”), subordinated debt securities of the Company (the “Subordinated Debt Securities” and, together with Senior Debt Securities, the “Debt Securities”), warrants of the Company (the “Warrants”), share purchase contracts to purchase Common Shares, Preferred Shares or Depositary Shares (the “Contracts”), units consisting of any combination of the foregoing securities of the Company (the “Units”) and guarantees (the “Guarantees” and together with the Equity Securities, Depositary Shares, Debt Securities, Warrants, Contracts and Units, the “Securities”) to be executed and delivered from time to time in connection with the issuance of trust preferred securities of the Capital Trust and the senior and subordinated debt securities of Argo US.

For the purposes of giving this opinion, we have examined a copy of the Registration Statement. We have also reviewed the memorandum of association and bye-laws of the Company, each certified by the Secretary of the Company on September 21, 2018, a copy of the minutes of a meeting of the board of directors of the Company held on August 6, 2018 (the “Minutes”) and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinions set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us, (d) that the resolutions contained in the Minutes remain in full force and effect and have not been, and will not be, rescinded or amended, (e) that the memorandum of association and bye-laws of the Company will not be amended in any manner that would affect the opinions set forth herein, (f) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (g) that the Company will have sufficient authorised share capital to effect the issue of any of the Equity Securities at the time of issuance, whether as a principal issue or on the conversion, exchange or exercise of any Securities, (h) that the Company's shares will be listed on an appointed stock exchange, as defined in the Companies Act 1981, ("Companies Act"), and the consent to the issue and free transfer of the Securities given by the Bermuda Monetary Authority as of June 1, 2005 will not have been revoked or amended at the time of issuance of any Securities, (i) that the form and terms of any Securities (including, without limitation, the designation, powers, preferences, rights, qualifications, limitations and restrictions of Preferred Shares) or other securities (or other obligations, rights, currencies, commodities or other subject matter) comprising the same or subject thereto (in the case of the Warrants, Contracts and Units), the issuance and sale thereof by the Company, and its incurrence and performance of its obligations thereunder or in respect thereof (including, without limitation, its obligations under any Guarantee, related agreement, indenture or supplement thereto) in accordance with the terms thereof will not violate the memorandum of association or bye-laws of the Company nor any applicable law, regulation, order or decree in Bermuda, (j) that all necessary corporate action will be taken to authorise and approve any issuance of Securities (including, if Preferred Shares are to be issued, all necessary corporate action to establish one or more series of Preferred Shares and fix the designation, powers, preferences, rights, qualifications, limitations and restrictions attaching thereto), the terms of the offering thereof and related matters, and that the applicable definitive purchase, underwriting or similar agreement and, if Debt Securities are to be issued, the applicable indenture and any

applicable supplements thereto, will be duly approved, executed and delivered by or on behalf of the Company and all other parties thereto, (k) that the issuance and sale of and payment for the Securities will be in accordance with the applicable purchase, underwriting or similar agreement duly approved by the Board, the Registration Statement (including the prospectus set forth therein and any applicable supplement thereto) and, if Debt Securities are to be issued, the applicable indenture and any applicable supplements thereto, (l) that, upon the issue of any Equity Securities, the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof, (m) that the applicable purchase, underwriting or similar agreement, any Debt Security, any indenture and any supplement thereto and any other agreement or other document relating to any Security and any Guarantee will be valid and binding in accordance with the terms of its governing law; (n) the capacity, power and authority of all parties other than the Company to enter into and perform their respective obligations under any and all documents entered into by such parties in connection with the issuance of the Securities, and the due execution and delivery thereof by each party thereto, (o) that none of the parties to such documents will have carried on or will carry on activities, other than the performance of their obligations under such documents, which would constitute the carrying on of investment business in or from Bermuda and that none of the parties to such documents, other than the Company, will perform its obligations under such documents in or from Bermuda.

The obligations of the Company in connection with any Security or Guarantee and any indenture or other agreement or document relating thereto (a) will be subject to the laws from time to time in effect relating to bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganisation, merger, amalgamation, moratorium or any other laws or legal procedures, whether of a similar nature or otherwise, generally affecting the rights of creditors, (b) will be subject to statutory limitation of the time within which proceedings may be brought, (c) will be subject to general principles of equity and, as such, specific performance and injunctive relief, being equitable remedies, may not be available, and (d) may not be given effect to by a Bermuda court if and to the extent they constitute the payment of an amount which is in the nature of a penalty and not liquidated damages. Notwithstanding any contractual submission to the jurisdiction of specific courts, a Bermuda court has inherent discretion to stay or allow proceedings in the Bermuda courts.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Registration Statement and the issuance of the Securities by the Company as described in the Registration Statement and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
2. Upon the due issuance of Common Shares and/or Preferred Shares and upon payment of the consideration therefor, such Common Shares and/or Preferred Shares will be validly issued, fully paid and non-assessable (which term means that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).
3. (1) Upon the due issuance of (a) Senior Debt Securities of any series; (b) Subordinated Debt Securities of any series; (c) Depositary Shares; (d) Warrants; (e) Contracts; and (f) Units and, upon payment of the consideration therefor, the foregoing securities will be validly issued (except in the case of any Equity Securities forming part of a Unit) and (2) upon the due execution and delivery of the Guarantees, the foregoing securities and the Guarantees will constitute valid and binding obligations of the Company in accordance with the terms thereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to this Firm under the captions "LEGAL MATTERS" and "ENFORCEABILITY OF CIVIL LIABILITIES UNDER UNITED STATES FEDERAL SECURITIES LAWS AND OTHER MATTERS".

In giving our consent, we make no admission that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully

/s/ Conyers Dill and Pearman Limited  
Conyers Dill & Pearman Limited

September 21, 2018

Argo Group Statutory Trust  
c/o Argo Group International Holdings, Ltd.  
110 Pitts Bay Road  
Pembroke HM08, Bermuda

Re: Argo Group Statutory Trust

Ladies and Gentlemen:

We have acted as special Delaware counsel for Argo Group Statutory Trust, a Delaware statutory trust (the "Trust"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

We have examined and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to enable us to render the opinions expressed below, including the following documents:

- (a) The Certificate of Trust of the Trust (the "Certificate"), as filed with the Secretary of State of the State of Delaware (the "Secretary of State") on August 13, 2009;
- (b) The Declaration of Trust of the Trust, dated as of August 13, 2009, among Argo Group International Holdings, Ltd., an exempted company organized under the laws of Bermuda, as sponsor (the "Company"), and the trustees of the Trust named therein;
- (c) The Registration Statement (the "Registration Statement") on Form S-3, including a prospectus (the "Prospectus"), with respect to, among other things, the Preferred Securities of the Trust representing preferred undivided beneficial interests in the assets of the Trust (each, a "Preferred Security" and collectively, the "Preferred Securities"), as filed by the Company and the Trust with the Securities and Exchange Commission on or about September 21, 2018;
- (d) A form of Amended and Restated Declaration of the Trust, to be entered into among the Company, the trustees of the Trust, and the holders, from

time to time, of the undivided beneficial interests in the assets of the Trust (the “Declaration of Trust”), incorporated by reference as an exhibit to the Registration Statement (including all attachments and exhibits thereto); and

- (e) A Certificate of Good Standing for the Trust, dated September 21, 2018, obtained from the Secretary of State.

Initially capitalized terms used herein and not otherwise defined are used as defined in the Declaration of Trust.

As to various questions of fact material to our opinion, we have relied upon the representations made in the foregoing documents. With respect to all documents examined by us, we have assumed (i) the authenticity of all documents submitted to us as authentic originals, (ii) the conformity with the originals of all documents submitted to us as copies or forms, and (iii) the genuineness of all signatures.

For purposes of this opinion, we have assumed (i) that the Declaration of Trust and the Certificate of Trust will be in full force and effect and will not be amended, (ii) except to the extent provided in paragraph 1 below, the due organization or due formation, as the case may be, and valid existence in good standing of each party to the documents examined by us under the laws of the jurisdiction governing its organization or formation, (iii) the legal capacity of natural persons who are parties to the documents examined by us, (iv) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (v) the due authorization, execution and delivery by all parties thereto of all documents examined by us, (vi) the receipt by each Person to whom a Preferred Security is to be issued by the Trust (collectively, the “Preferred Security Holders”) of a Certificate for such Preferred Security and the payment for such Preferred Security, in accordance with the Declaration of Trust and as contemplated by the Registration Statement, and (vii) that the Preferred Securities will be issued and sold to the Preferred Security Holders in accordance with the Declaration of Trust and as contemplated by the Registration Statement. We have not participated in the preparation of the Registration Statement (except for providing this opinion) or the Prospectus and assume no responsibility for their contents, other than this opinion.

This opinion is limited to the law of the State of Delaware, including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such laws (excluding the securities laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder which are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. The Trust has been duly formed and is validly existing in good standing as a statutory trust under the Statutory Trust Act.
2. The Preferred Securities of the Trust will represent valid and, subject to the qualifications set forth in paragraph 3 below, legally issued, fully paid and nonassessable undivided preferred beneficial interests in the assets of the Trust.
3. The Preferred Security Holders, as beneficial owners of the Trust, will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. We note that the Preferred Security Holders may be obligated to make payments as set forth in the Declaration of Trust.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Richards, Layton & Finger, P.A.

EAM



**ARGO GROUP INTERNATIONAL HOLDINGS, LTD.**  
**STATEMENTS OF COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES**  
(in millions, except ratios)

	<b>Six Months Ended</b>		<b>For the Years Ended December 31,</b>				
	<b>June 30,</b>						
	<b>2018</b>	<b>2017</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Earnings:							
Income before provision for income taxes	\$ 82.1	\$ 93.5	\$ 39.9	\$ 181.9	\$ 177.5	\$ 216.0	\$ 179.7
Add:							
Fixed charges	19.3	16.1	34.7	23.7	23.7	24.8	25.1
<b>Total earnings</b>	<b>\$ 101.4</b>	<b>\$ 109.6</b>	<b>\$ 74.6</b>	<b>\$ 205.6</b>	<b>\$ 201.2</b>	<b>\$ 240.8</b>	<b>\$ 204.8</b>
Fixed charges:							
Interest expense	\$ 15.5	\$ 12.9	\$ 27.7	\$ 19.6	\$ 19.0	\$ 19.9	\$ 20.2
Rental interest factor	3.8	3.2	7.0	4.1	4.7	4.9	4.9
<b>Total fixed charges</b>	<b>\$ 19.3</b>	<b>\$ 16.1</b>	<b>\$ 34.7</b>	<b>\$ 23.7</b>	<b>\$ 23.7</b>	<b>\$ 24.8</b>	<b>\$ 25.1</b>
Ratio of earnings to fixed charges	5.3:1	6.8:1	2.1:1	8.7:1	8.5:1	9.7:1	8.2:1

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption “Experts” in this Registration Statement (Form S-3) and related Prospectus of Argo Group International Holdings, Ltd., and to the incorporation by reference therein of our reports dated February 27, 2018, with respect to the consolidated financial statements and schedules of Argo Group International Holdings, Ltd., and the effectiveness of internal control over financial reporting of Argo Group International Holdings, Ltd., for the years ended December 31, 2017 and 2016 included in its Annual Report (Form 10-K) for 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

San Antonio, Texas  
September 21, 2018