UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

June 20, 2005
Date of Report (Date of earliest event reported)

WHITE MOUNTAINS INSURANCE GROUP, LTD.

(Exact name of registrant as specified in its charter)

Bermuda	**1-8993**	**94-2708455**
(State or other jurisdiction of incorporation or organization)	(Commission file number)	(I.R.S. Employer Identification No.)

80 South Main Street, Hanover, New Hampshire 03755
(Address of principal executive offices)

(603) 640-2200
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 Entry into a Material Definitive Agreement.

On June 20, 2005, White Mountains Insurance Group, Ltd. ("White Mountains") announced that it has restructured its relationship with Prospector Partners and John Gillespie, Prospector's founder and managing member.

Under the revised arrangement, pursuant to an Investment Management Agreement, Prospector will manage White Mountains' common equity portfolios, currently around $1.2 billion. The annual fee schedule is as follows: 100 basis points on the first $200 million; 50 basis points on the next $200 million; and 15 basis points on amounts over $400 million. The company's fixed income and other portfolios will continue to be managed by White Mountains Advisors.

Prospector will also advise White Mountains on matters including capital management, asset allocation, private equity investments and mergers and acquisitions. Pursuant to a Consulting Agreement for those services, White Mountains will pay incentive compensation to Prospector based on the performance of the company and of its total investment portfolio. For the 2005-2007 performance cycle, Prospector has been granted 7,000 performance shares. In accordance with the terms of White Mountains' Long-term Incentive Plan, performance against the targets governing the performance shares will be confirmed by the Compensation Committee of the Board of Directors following the end of 2007 and the number of performance shares actually awarded at that time will range from 0% to 200% of the target number granted.

The revenue sharing arrangement that was established in June 2001, and amended and restated on January 1, 2003, between Prospector and Fund American Companies, Inc. is being terminated. The provisions of that Amended and Restated Revenue Sharing Agreement that pertain to the founder's revenue share to which Folksamerica Reinsurance Company is entitled as a result of its founding investment in Prospector made in 1997 shall remain in effect.

John Gillespie will remain a director of White Mountains, but will no longer be Deputy Chairman of the Board. John Gillespie, Rich Howard, Kevin O'Brien and other current White Mountains Advisors equity professionals will no longer be employees of White Mountains. Mr. Gillespie has agreed to modify the severance provisions of his Employment Agreement dated June 1, 2001. The Employment Agreement provided that, in the event of its termination for any reason, Mr. Gillespie would be entitled to the payment of lump-sum severance equal to any portion of his base salary for the year that was not received prior to such termination plus the market value of any outstanding performance shares pro rated based on the achievement of or progression toward the applicable performance criteria for that portion of the performance period that preceded the termination. Mr. Gillespie has agreed that he shall not receive any severance in connection with the termination of the Employment Agreement, but that instead his performance shares for the 2005-2007 performance cycle shall be canceled without any payment therefor and his performance shares for the 2003-2005 and 2004-2006 performance cycles shall remain outstanding and become subject to the Consulting

Agreement. In the event the Consulting Agreement is terminated for any reason, Mr. Gillespie would be entitled to receive a payment equal to the market value of any outstanding performance shares for the 2003-2005 and 2004-2006 cycles pro rated for that portion of the performance period that preceded the termination.

These revised arrangements are expected to take effect in July.

The Investment Management Agreement and the Consulting Agreement have been filed herewith as Exhibits 99.1 and 99.2, respectively. The Amended and Restated Revenue Sharing Agreement among Fund American Companies, Inc., Folksamerica Reinsurance Company and John D. Gillespie dated January 1, 2003 was previously filed as Exhibit 10.26 of White Mountains' Annual Report on Form 10-K dated December 31, 2004. The Employment Agreement was previously filed as Exhibit 10(y) of White Mountains' Annual Report on Form 10-K dated December 31, 2001.

ITEM 1.02 Termination of a Material Definitive Agreement.

See Item 1.01 above.

ITEM 5.02 Election of Directors; Departure of Directors or Principal Officers; Appointment of Principal Officers.

See Item 1.01 above.

ITEM 9.01 Financial Statements and Exhibits

(c) Exhibits. The following exhibits are filed herewith:

EXHIBIT INDEX

99.1 Investment Management Agreement between Prospector Partners, LLC and White Mountains Advisors LLC.

99.2 Consulting Letter Agreement between Prospector Partners, LLC and White Mountains Advisors LLC.

SIGNATURES

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

WHITE MOUNTAINS INSURANCE GROUP, LTD.

DATED: June 20, 2005

By: /s/ J. BRIAN PALMER

J. Brian Palmer
Chief Accounting Officer

PROSPECTOR PARTNERS, LLC

INVESTMENT MANAGEMENT AGREEMENT

PROSPECTOR PARTNERS, LLC, a Delaware limited liability company (the "Adviser"), having an address at 370 Church Street, Guilford, Connecticut 06437, and WHITE MOUNTAINS ADVISORS, LLC, a Delaware limited liability company (the "Client"), having an address at 370 Church Street, Guilford, Connecticut 06437, hereby enter into this Investment Management Agreement, dated as of , 2005 (this "Agreement"), and hereby agree that the Adviser shall act as discretionary adviser with respect to the specified assets of the investment management clients of the Client identified on Schedule A to this Agreement (the "Investment Account") on the following terms and conditions:

1. Investment Account. The Investment Account shall consist of cash and the securities of the entities identified in Schedule A to this Agreement in an aggregate amount equal to at least $20,000,000 (the "Minimum Account Amount"), or such other amount as may be agreed to by the Adviser, initially furnished by the Client for investment pursuant to this Agreement, as well as all other assets which become part of the Investment Account as a result of trading therein or additions thereto, except for amounts withdrawn there from and paid to the Client. The Client may make additions to the Investment Account in amounts exceeding $100,000, or in such other amount as may be agreed to by the Adviser, provided that the Adviser shall have received prompt written notice of such additions. The Client may make withdrawals from the Investment Account in such amounts as it shall determine upon not less than 30 days prior written notice thereof to the Adviser and provided that the withdrawal shall not cause the assets in the Investment Account to fall below the Minimum Account Amount, unless otherwise agreed to the by Adviser.

2. Services of Adviser. By execution of this Agreement the Adviser accepts appointment as adviser for the Investment Account with full discretion and agrees to supervise and direct the investments of the Investment Account in accordance with the investment objective, policies and restrictions described in the investment guidelines attached hereto as Schedule B (the "Investment Guidelines"). In the performance of its services, the Adviser will not be liable for any error in judgment or any acts or omissions to act except those resulting from the Adviser's gross negligence, willful misconduct or malfeasance. Nothing herein shall in any way constitute a waiver or limitation of any right of any person under the federal securities laws. The Adviser shall have no responsibility whatsoever for the management of any assets of the entities identified in Schedule A to this Agreement other than the Investment Account.

3. Discretionary Authority. Subject to the Investment Guidelines, the Adviser shall have full discretion and authority, without obtaining any prior approval, as the Client's agent and attorney-in-fact: (a) to make all investment decisions in respect of the Investment Account on the Client's behalf and at the sole risk of the Client and of the entities identified on Schedule A to this Agreement; (b) to buy, sell, exchange, convert, liquidate or otherwise trade in any stock, bond and other securities or financial instruments in respect of the Investment Account; (c) to place orders with respect to, and to arrange for, any of the foregoing; and (d) in furtherance of the foregoing, to do anything which the Adviser shall deem requisite, appropriate or advisable in connection therewith, including, without limitation, the selection of such brokers, dealers, and others as the Adviser shall determine in its absolute discretion.

4. Custody. The assets of the Investment Account shall be held in one or more separately identified accounts in the custody of one or more banks, trust companies, brokerage firms or other entities designated by the Client and acceptable to the Adviser. The Adviser will communicate its investment purchase, sale and delivery instructions directly with the custodians identified by the Client or other qualified depositories. The Client shall be responsible for all custodial arrangements and the payment of all custodial charges and fees, and the Adviser shall have no responsibility or liability with respect to custody arrangements or the acts, omissions or other conduct of the custodians.

5. Brokerage. When placing orders for the execution of transactions for the Investment Account, the Adviser may allocate all transactions to such brokers or dealers, for execution on such

markets, at such prices and commission rates, as are selected by the Adviser in its sole discretion. In selecting brokers or dealers to execute transactions, the Adviser need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. It is not the Adviser's practice to negotiate "execution only" commission rates, and, in negotiating commission rates, the Adviser shall take into account the financial stability and reputation of brokerage firms and brokerage and research services provided by such brokers. The Investment Account may be deemed to be paying for research provided or paid for by the broker which is included in the commission rate although the Investment Account may not, in any particular instance, be the direct or indirect beneficiary of the research services provided. Research furnished by brokers may include, but is not limited to, written information and analyses concerning specific securities, companies or sectors; market, finance and economic studies and forecasts; financial publications; statistics and pricing services; discussions with research personnel; and software and data bases utilized in the investment management process. The Client acknowledges that since commission rates are generally negotiable, selecting brokers on the basis of considerations which are not limited to applicable commission rates may at times result in higher transaction costs than would otherwise be obtainable. The Adviser is hereby authorized to, and the Client acknowledges that the Adviser may, aggregate orders on behalf of the Investment Account with orders on behalf of other clients of the Adviser. In such event, allocation of the securities purchased or sold, as well as expenses incurred in the transaction, shall be made in a manner which the Adviser considers to be the most fair and equitable to all of its clients, including the Client.

6. Representations and Warranties

(a) The Client represents, warrants and agrees that:

(i) it has full legal power and authority to enter into this Agreement; and

(ii) the appointment of the Adviser hereunder is permitted by the Client's governing documents [and any investment management agreement between the Client and the entities identified on Schedule A to this Agreement] and has been duly authorized by all necessary corporate or other action;

(b) The Adviser represents, warrants and agrees that:

(i) it has full legal power and authority to enter into this Agreement;

(ii) it is registered as an investment adviser with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

(iii) entering into this Agreement has been duly authorized by all necessary action.

7. Reports. The Adviser shall provide the Client reports containing the status of the Investment Account at least monthly, and will provide written advisory report letters on a quarterly basis. All records maintained pursuant to this Agreement shall be subject to examination by the Client and by persons authorized by it, or by appropriate governmental authorities, at all times upon reasonable notice. The Adviser shall provide copies of trade tickets, custodial reports and other records the Client reasonably requires for accounting or tax purposes.

8. Management Fee and Expenses.

(a) The Adviser will be paid a quarterly management fee (the "Management Fee") for its investment advisory services provided hereunder, determined in accordance with Schedule C to this Agreement. During the term of this Agreement, the Management Fee shall be billed and payable in arrears on a quarterly basis within 10 days after the last day of each calendar quarter based upon the

value of the Investment Account as of the last day of the immediately preceding calendar quarter. The Management Fee shall be pro-rated for any partial quarter. It is understood that, in the event that the Management Fee is to be paid by the custodian out of the Investment Account, the Client will provide written authorization to the custodian to pay the Management Fee directly from the Investment Account.

(b) The Investment Account shall be responsible for all expenses incurred directly in connection with transactions effected on behalf of the Investment Account pursuant to this Agreement and shall include: the Management Fee; custodial fees; PAM accounting service fees, investment expenses such as commissions; and other expenses reasonably related to the purchase, sale or transmittal of Investment Account assets (other than research fees and expenses with respect to the Investment Account).

9. Confidential Relationship. All information and advice furnished by either party to the other party pursuant to this Agreement shall be treated by the receiving party as confidential and shall not be disclosed to third parties except as required by law; provided, however, that the Client consents to the disclosure by the Adviser that Client is a client of the Adviser and to the inclusion of Client on a list of representative clients of the Adviser or in other marketing materials. The Client acknowledges that the Adviser shall own and be permitted to use its investment track record with respect to the Investment Account, and shall be permitted to retain copies of all documentation necessary under the Advisers Act, to support the track record or otherwise required to be retained under the Advisers Act and related rules. The adviser acknowledges that the Client shall be permitted to report the investment track record (on a stand-alone basis, as part of its total portfolio return or otherwise) with respect to the Investment Account in any internal or external reports of it or its affiliates.

10. Non-Assignability. No "assignment", as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser or the Client without the written consent of the other party.

11. Directions to the Adviser. All directions by or on behalf of the Client to the Adviser shall be in writing signed by or on behalf of the Client. The Adviser shall be fully protected in relying upon any such writing which the Adviser believes to be genuine and signed or presented by the proper person or persons, shall be under no duty to make any investigation or inquiry as to any statement contained therein and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

12. Consultation with Counsel. The Adviser may consult with legal counsel (who may be counsel to the Client) concerning any question that may arise with reference to its duties under this Agreement, and the opinion of such counsel shall be full and complete protection in respect of any action taken or omitted by the Adviser hereunder in good faith and in accordance with such opinion.

13. Services to Other Clients. It is understood that the Adviser acts as investment adviser to other clients and may give advice and take action with respect to such clients that differs from the advice given or the action taken with respect to the Investment Account. Nothing in this Agreement shall restrict the right of the Adviser, its members, managers, officers, employees or affiliates to perform investment management or advisory services for any other person or entity, and the performance of such service for others shall not be deemed to violate or give rise to any duty or obligation to the Client.

14. Investment by the Adviser for Its Own Account. Nothing in this Agreement shall limit or restrict the Adviser or any of its members, managers, officers, employees or affiliates from buying, selling or trading any securities for its or their own account or accounts. The Client acknowledges that the Adviser and its members, managers, officers, employees, affiliates and other clients may at any time have, acquire, increase, decrease or dispose of securities which are at or about the same time acquired or disposed of for the account of the Client. The Adviser shall have no obligation to purchase or sell for the Investment Account or to recommend for purchase or sale by the Investment Account any security that the Adviser or its members, managers, officers, employees or affiliates may purchase or sell for itself or themselves or for any other client.

15. Proxies. Subject to any other written instructions of the Client, the Adviser is hereby appointed the Client's agent and attorney-in-fact in its discretion to vote, convert or tender in an exchange or tender offer any securities in the Investment Account, to execute proxies, waivers, consents and other instruments with respect to such securities, to endorse, transfer or deliver such securities and to participate in or consent to any plan of reorganization, merger, combination, consolidation, liquidation or similar plan with reference to such securities..

16. Notices. All notices and instructions with respect to securities transactions or any other matters contemplated by this Agreement shall be deemed duly given when delivered in writing or deposited by first-class mail to the following addresses: (a) if to the Adviser, at its address set forth

above, Attention: Peter N Perugini, CFO, or (b) if to the Client, at its address set forth above, Attention: Mark Plourde, CFO. The Adviser or the Client may change its address or specify a different manner of addressing itself by giving notice of such change in writing to the other party.

17. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties with respect to management of the Investment Account and shall not be amended except by an instrument in writing signed by the parties hereto.

18. Termination. This Agreement shall continue in force from the date hereof until terminated by either party without penalty by written notice to the other party at least thirty (30) days prior to the date upon which such termination is to become effective, provided that the Client shall honor any trades executed but not settled before the date of any such termination. The fee for the calendar quarter during which any termination of this Agreement shall occur shall be paid as of the date of termination and prorated if the effective date does not coincide with the end of the quarter.

19. Governing Law. To the extent that the interpretation or effect of this Agreement shall depend on state law, this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. Effective Date. This Agreement shall become effective on the date first written above.

21. Receipt of Disclosure Statement. The Client acknowledges receipt of a copy of Part II of the Adviser's Form ADV in compliance with Rule 204-3(b) under the Advisers Act more than 48 hours prior to the date of execution of this Agreement. The Adviser shall annually and without charge, upon request by the Client, deliver to the Client the current version of such form or a written document containing at least the information then required to be contained in such form.

22. Counterparts. This Agreement may be executed in two counterparts, each one of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

ADVISER:	**CLIENT:**
PROSPECTOR PARTNERS, LLC	**WHITE MOUNTAINS ADVISORS, LLC**
By: _____	By: _____
Title: _____	Title: _____

WHITE MOUNTAINS ADVISORS LLC
370 CHURCH STREET
GUILFORD, CT 06437

Prospector Partners, LLC
370 Church Street
Guilford, CT 06437

, 2005

This letter agreement (this "Agreement") is to confirm the understanding between White Mountains Advisors LLC (the "Company") and Prospector Partners, LLC ("Prospector") with respect to consulting services that the Company wishes to obtain from Prospector and Prospector wishes to provide to the Company. In consideration of the mutual covenants and agreements set forth herein, Prospector and the Company hereby agree as follows:

1. Duties; Responsibilities. The Company hereby appoints and engages Prospector to perform, and Prospector hereby agrees to perform, (a) capital management advisory services, (b) portfolio strategy and asset allocation advisory services, (c) management of investment partnership and private equity investments, (d) mergers and acquisitions advisory services and (e) such other services as may be reasonably requested from time to time by the Company (collectively, the "Services"), all on the terms and subject to the conditions of this Agreement. Prospector shall make available personnel acceptable to the Company as necessary to provide the Services. The delivery by Prospector of the Services hereunder shall be at such times and at such places as the interests, needs, businesses or opportunities of the Company shall reasonably require.

2. Exclusivity. During the Consultation Period, neither Prospector nor any of its principals or employees shall provide for pay any services similar to the Services to any other person or engage in Competitive Business Activities without the prior written approval of the Company. Notwithstanding the foregoing, (a) Prospector (and its principals and employees) may continue Prospector's investment management business, which consists of providing investment management services to Prospector Partners Fund, L.P., Prospector Partners Small Cap Fund, L.P., Prospector Offshore Fund (Bermuda), Ltd., Prospector Turtle Fund, L.P. and any other investment fund and any separate account that it shall have been managing on the date of this Agreement or any new investment fund or separate account (other than private equity or other funds or separate accounts that intend to invest in controlling positions in Competitive Businesses) that it shall manage during the Consultancy Period (hereinafter any such investment

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funds shall collectively be referred to as the "Funds" and any such accounts shall collectively be referred to as the "Separate Accounts") and the Connecticut Fund Business, and (b) in no event shall Prospector or its affiliates be precluded from entering into discretionary investment management agreements with, or accepting investments in Prospector-sponsored investment funds from, any person (including any Competitive Business). The term "person" as used in this agreement shall be broadly interpreted to include any corporation, partnership, group, individual or entity.

"Competitive Business Activities" shall mean (i) being employed by or acting as a paid consultant to, (ii) participating in the management of or (iii) controlling any Competitive Business. Competitive Business Activities shall not include (A) the Connecticut Fund Business or (B) the beneficial ownership by Prospector of any person that is directly or indirectly engaged in a Competitive Business so long as (i) Prospector beneficially owns 25% or less of the equity of such person or (ii) the Competitive Business Activities account for less than 25% of the consolidated annual revenues of such person.

"Competitive Business" shall mean any person engaged in the business of insurance or reinsurance.

The "Connecticut Fund Business" shall mean the business activities of the Connecticut Fund Business Entities (as hereinafter defined) in respect of investments under the Connecticut Insurance Reinvestment Act No. 97-292. The "Connecticut Fund Business Entities" shall include: (i) Insurance Capital Partners, LLC; (ii) Olmstead Capital Management, LLC; (iii) Prospector Capital Management, LLC; (iv) Prospector Partners CT Fund Investment Management, LLC; (v) Prospector Capital Management II, LLC; (vi) Prospector Connecticut Fund GP, LLC; and (vii) Prospector Connecticut Fund II GP, LLC.

3. Compensation. (a) Subject to the approval of the Compensation Committee of the Board of Directors (the "Compensation Committee") of White Mountains Insurance Group, Ltd. ("WTM"), Prospector shall be issued 7,000 performance shares under the WTM Long-Term Incentive Plan (the "LTIP") for the 2005-2007 performance cycle with the performance target for 50% of such performance shares being the same as the corporate performance target established at the beginning of such cycle for the WTM corporate staff and the performance target for the other 50% of such performance shares being the same as the investment portfolio performance target established at the beginning of such cycle applicable to the WTM investment staff.

(b) Subject to the approval of the Compensation Committee of WTM, (i) currently outstanding grants of performance shares for the 2003-2005 and 2004-2006 performance cycles held by the individuals listed on Schedule A shall remain outstanding and their vesting shall become subject to Schedule B of this Agreement and (ii) currently outstanding grants of performance shares for the 2005-2007 performance cycles held by the individuals listed on Schedule A shall be canceled without any payment therefor.

(c) Commencing with the 2006-2008 performance cycle, unless and until this Agreement shall have been terminated, and subject to the approval of the Compensation Committee, at the beginning of each performance cycle Prospector shall be granted performance

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shares with a target value at the time of grant of approximately $4.5 million. The Compensation Committee of WTM shall establish the performance targets for such performance shares.

(d) Except as otherwise provided in this Agreement, all performance shares described in this Section 3 shall be subject to the terms of the LTIP.

4. Term. This Agreement shall be effective as of the date first above written and shall continue until terminated as provided below (the "Consultation Period"). Either party hereto may terminate this Agreement at any time upon 30 days' prior written notice to the other party. In addition, the Company may terminate this Agreement by written notice to Prospector following the death or long-term disability of John D. Gillespie or if he ceases to be affiliated with Prospector (or any permitted assignee).

5. Effect of Termination. (a) Termination by Company. If the Company shall terminate this Agreement (i) for Cause or by reason of John D. Gillespie ceasing to be affiliated with Prospector (or any permitted assignee), then any outstanding performance shares for the 2005-2007 performance cycle and any subsequent performance cycles shall be canceled without any payment therefor, (ii) upon the death or long-term disability of John D. Gillespie, then any outstanding performance shares for the 2005-2007 performance cycle and any subsequent performance cycles shall be canceled and Prospector shall be entitled to a payment as set forth in Section 7(e)(i) of the LTIP, or (iii) for any other reason, then any outstanding performance shares for the 2005-2007 performance cycle and any subsequent performance cycles shall be canceled and Prospector shall be entitled to receive a payment equal to the market value of a number of WTM common shares equal to the number of such performance shares pro rated for (A) the portion of the performance cycle that elapsed prior to the termination and (B) the level of performance through the end of the fiscal quarter in which the termination occurred, as reasonably determined by the Compensation Committee of the Board of Directors of WTM in its sole discretion.

"Cause" shall mean the failure of Prospector to provide the Services in accordance with Section 1 or the breach by Prospector or any of its principals or employees of the covenants contained in Section 2, 6 or 7 of this Agreement.

(b) Termination by Prospector. If Prospector shall terminate this Agreement (i) other than for Good Reason, then any outstanding performance shares for the 2005-2007 performance cycle and any subsequent performance cycles shall be canceled without any payment therefor, or (ii) for Good Reason, then any outstanding performance shares for the 2005-2007 performance cycle and any subsequent performance cycles shall be canceled and Prospector shall be entitled to receive a payment equal to the market value of a number of WTM common shares equal to the number of such performance shares pro rated for (A) the portion of the performance cycle that elapsed prior to the termination and (B) the level of performance through the end of the fiscal quarter in which the termination occurred, as reasonably determined by the Compensation Committee of the Board of Directors of WTM in its sole discretion.

"Good Reason" shall mean the failure by the Company to grant or pay Prospector the compensation set forth in Section 3.

6. Nondisclosure. The parties hereto agree that during the course of the provision of the Services by Prospector to the Company, Prospector will have access to, and will gain knowledge with respect to, the Company's Confidential Information (as defined below). The parties acknowledge that unauthorized disclosure or misuse of such Confidential Information would cause irreparable damage to the Company. Accordingly, Prospector agrees to the covenants in this Section 6. Prospector agrees that it, its affiliates and employees shall not (except as may be required by law), without the prior written consent of the Company, use or disclose (other than in connection with providing Services hereunder), or knowingly permit any other person to use, disclose or gain access to, any Confidential Information. In addition, upon termination of this Agreement for any reason, Prospector shall return to the Company the original and all copies of all documents, correspondence and other data (in whatever form maintained) or property in its possession relating to the business of the Company or any of its affiliates, including but not limited to all Confidential Information, and shall not be entitled to any lien or right of retention in respect thereof. "Confidential Information" shall mean all information (whether or not in written form) that relates to the business activities of the Company, any of its affiliates or their respective operations, products or services, and which is not known to the public generally, including but not limited to technical information or reports; trade secrets; unwritten knowledge and "know-how"; business strategies and philosophies; information relating to business opportunities; vendor, supplier, employee, client or consumer lists and information; client service records or consumer product records; premium volume records; investment records; investment and risk management strategies; product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; long-range plans; information relating to premiums, fees, competitive strategies and new product or service development; information relating to any forms of compensation and other personnel-related information; contracts; and underwriter or trading partners lists. Notwithstanding the foregoing, Prospector shall own and be permitted to use its investment track record, and shall be permitted to retain copies of all documentation necessary under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), to support the track record or otherwise required to be retained under the Advisers Act and related rules.

7. Independent Contractor Status. Prospector shall perform all services under this Agreement as an "independent contractor" and not as an agent of the Company. Prospector and its principals and employees are not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner in connection with their performance of the Services, it being understood that John D. Gillespie is also a director of WTM and may take these actions to the extent permitted in his capacity as a director. Prospector and its principals and employees shall not hold themselves out to any party as an agent or employee of the Company or its affiliates in connection with their performance of the Services. Prospector shall bear full responsibility for all taxes (including interest and penalties, if any) owing on the compensation payable hereunder, and Prospector acknowledges that the Company shall not withhold any taxes on such compensation unless otherwise required by laws applicable to consulting relationships.

8. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof and thereof. This Agreement may be amended or modified only by a written instrument executed by both the Company and Prospector. This Agreement

shall be construed, interpreted and enforced in accordance with the laws of the State of New York. Prospector agrees that a breach of any of the restrictions set forth in this Agreement would cause the Company irreparable injury and damage, and that, in the event of any breach or threatened breach, the Company, in addition to all other rights and remedies at law or in equity, shall have the right to enforce the specific performance of such restrictions and to apply for injunctive relief against their violation. The invalidity or unenforceability of any provision hereof (or portion thereof) shall not affect the validity or enforceability of any other provision hereof, and if any such provision (or portion thereof) is so broad as to be unenforceable, it shall be interpreted to be only

as broad as is enforceable. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business; provided, however, that the obligations of Prospector are personal and shall not be assigned by it other than to another company controlled by John D. Gillespie that has the capability to perform the Services. Any notice or other communication hereunder to either party shall be in writing and shall be deemed to have been duly given when delivered personally or mailed by registered mail, return receipt requested, postage prepaid, addressed to the party as its respective address appears in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but each of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WHITE MOUNTAINS ADVISORS LLC

by _____
Name:
Title:

PROSPECTOR PARTNERS, LLC

by _____
Name:
Title: