

**General Severance Plan  
for Employees of  
TIH Insurance Holdings, LP and Affiliates**

**Summary Plan Description**

DATE: May 6, 2024

## **FOREWORD**

TIH Insurance Holdings, LP (the "Company" or "TIH") is pleased to provide you with this Summary Plan Description (the "SPD") for the General Severance Plan for Employees of TIH Insurance Holdings, LP (the "Plan"). The purpose of the Plan is to provide financial assistance in the form of severance pay to certain eligible employees of the Company following their termination of employment under specified circumstances. The provisions outlined in this SPD apply to eligible employees who terminate employment on or after May 6, 2024.

## FACTS ABOUT THE PLAN

<b>Plan Name</b>	General Severance Plan for Employees of TIH Insurance Holdings, LP and Affiliates
<b>Employer Name, Address And Telephone Number</b>	TIH Insurance Holdings, LP 550 South Caldwell St. Charlotte NC, 28202 704-954-3086
<b>Effective Date</b>	This Summary Plan Description (SPD) is a description of the Plan, effective May 6, 2024.
<b>Name and Address of Plan Administrator</b>	TIH Insurance Holdings, LP Employee Benefits Plan Committee TIH Insurance Holdings, LP 550 South Caldwell St. Charlotte NC, 28202 704-954-3086
<b>Agent for Legal Service</b>	Chairman TIH Insurance Holdings, LP Employee Benefits Plan Committee TIH Insurance Holdings, LP 550 South Caldwell St. Charlotte NC, 28202 704-954-3086
<b>Employer Identification Number</b>	31-1746517
<b>Plan Number</b>	502
<b>Plan Type</b>	The Plan is an unfunded severance pay plan.

### Additional Questions

This document is only a summary of the terms of the Plan, and it may not contain all the information that is important to you. If you have a question that is not answered here, please contact the Plan Administrator. The Plan Document governs the operation of the Plan and contains the complete Plan details that are summarized above. To the extent that any of the information contained in this SPD or any information you receive (whether orally or in writing) is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. The official Plan document is available for review at the Company during regular office hours.

### **Request for Plan Documents:**

If you would like to request plan documents, you must send a written request to:

Chairman, Employee Benefits Committee  
TIH Insurance Holdings, LP  
550 South Caldwell St.  
Charlotte NC, 28202

Failure to send a written request to the address above will not constitute a request for plan documents.

## IMPORTANT WORDS AND PHRASES USED IN THIS SPD

This SPD uses certain defined terms. The following are some of those terms. Keep in mind that this is just a summary, so if you have questions about what something means, you may contact the Plan Administrator or request a copy of the Plan document as described above.

- 1) The term “**Code**” shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.
- 2) The term “**Company**” shall mean TIH Insurance Holdings, LP a North Carolina Limited Partnership with its principal office at Charlotte, North Carolina, or any successor thereto by merger, consolidation or otherwise.
- 3) The term “**Comparable Position**” shall mean a new job or position with the Company or an affiliate for which the Employee is reasonably qualified with similar benefits and compensation as were applicable to the prior job or position held by the Eligible Employee with the Employer. The determination of whether or not a job or position constitutes a Comparable Position shall be made by the Committee. Such determination shall be binding and conclusive on the Employee and any other person claiming benefits under the Plan.
- 4) The term “**Current Benefits Annual Rate**” shall mean an Eligible Employee's annual base salary rate in effect as of the September 30 of the Plan Year immediately preceding the Plan Year in which his Separation from Service occurs, plus all overtime pay, commissions, bonuses, incentive pay and any other cash payments made based on personal production or performance and which are actually paid to the Eligible Employee during the 12-month period ending on such September 30. Notwithstanding the foregoing, special payments, including, but not limited to, non-cash compensation, moving expenses, restricted stock units, and restricted stock options, and any similar grants are not included in the Current Benefits Annual Rate.<sup>1</sup> If an Eligible Employee was not in Service at any time during the Plan Year immediately preceding the Plan Year in which his Separation from Service occurs, his Current Benefits Annual Rate shall be his annual base salary rate in effect as of his employment commencement date. Notwithstanding the foregoing, the Company may, in its sole and absolute discretion, adjust the Current Benefits Annual Rate of an Eligible Employee who receives at least 50% of his cash compensation in the form of incentive pay and commissions and whose Current Benefits Annual Rate (before any such adjustment) includes less than 12 months of incentive pay and/or commissions.
- 5) The term “**Eligible Employee**” shall mean each Employee who is classified on the books and records of the Employer as a regular employee.
- 6) The term “**Employee**” shall mean any common law employee in the Service of the Employer, excluding any individual who is classified on the books and records of the Employer as a leased

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<sup>1</sup> The determination of whether or not a payment is a special payment shall be made by the Plan Administrator, in its sole and absolute discretion, and shall apply uniformly to all persons similarly situated. The decision of the Plan Administrator shall be final and conclusive upon all interested persons.

employee (including a leased employee as defined in Section 414(n) of the Code), a temporary employee, an independent contractor, or an employee covered by a collective bargaining agreement unless such agreement specifically provides for coverage under the Plan.

- 7) The term “**Employer**” shall mean the Company and all participating affiliates.<sup>2</sup>
- 8) The term “**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as amended, as well as the rules and regulations issued thereunder.
- 9) The term “**Non-Officer Employee**” shall mean an Eligible Employee who is not designated on the books and records of the Employer as an officer of the Employer as of the date of his Separation from Service.
- 10) The term “**Officer Employee**” shall mean an Eligible Employee who is designated on the books and records of the Employer as an officer of the Employer (i.e., has been conferred an official title by the Company’s Board of Directors which has not been revoked) as of the date of his Separation from Service.
- 11) The term “**Participant**” shall mean any Eligible Employee who becomes entitled to severance pay under the Plan.
- 12) The term “**Plan**” shall mean the General Severance Plan for Employees of TIH Insurance Holdings, LP and Affiliates, as herein set forth, or as duly amended.
- 13) The term “**Plan Administrator**” shall mean the TIH Insurance Holdings, LP Employee Benefits Plan Committee.
- 14) The term “**Plan Year**” shall mean the 12-month period beginning January 1 and ending on December 31 of each year except there shall be a short Plan Year from May 6, 2024 to December 31, 2024.
- 15) The term “**Qualified Medical Leave**” shall mean an Eligible Employee’s absence from work that (i) is approved by the Employer, (ii) is for medical reasons, and (iii) will not exceed 12 months.
- 16) The term “**Reduction-in-Force**” shall mean the elimination of an Eligible Employee’s job or position by the Employer due solely to circumstances *beyond the control* of the Eligible Employee, such as automation, technology, changing market conditions or the elimination, modification or centralization of all or a part of the operations of the Employer. For purposes hereof, the following terminations shall be deemed to be part of a Reduction-in-Force:
  - (a) An Eligible Employee who is no longer in a Comparable Position with the Employer at any time within the 12 months following the date of a change of control shall be deemed to have been terminated as part of a Reduction-in-Force.

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<sup>2</sup> A list of participating affiliates is available upon a written request to the Committee.

- (b) An Eligible Employee who, in connection with a sale or divestiture, in whole or in part, of the business operations of the Company or any other Employer is not offered a Comparable Position with the Employer or the buyer of such business operations shall be deemed to have been terminated as part of a Reduction-in-Force.

The spinoff of the Company from Truist Financial Corporation and related acquisition occurring in or around May 2024 shall not constitute a Change of Control or Reduction-in-Force for the purposes of this Plan.

- 17) The term “**Release Form**” shall mean the release in the form provided by the Plan Administrator. The Release Form requires you to waive and forever release any and all claims or legal actions you may have as of the date of your termination of Service against the Company and its affiliates.
- 18) The term “**Section 409A**” shall mean Section 409A of the Code and the regulations and other guidance issued thereunder by the United States Department of Treasury and/or the Internal Revenue Service.
- 19) The term “**Separation from Service**” shall mean a termination of employment with the Company and all affiliates that is a “separation from service” within the meaning of Section 409A.
- 20) The term “**Service**” shall mean employment by the Employer as an Employee. For an Employee employed by the Employer on the Effective Date and continuously through the date of such Employee’s covered Separation from Service, Service shall also include pre-Effective Date employment with Truist Financial Corporation and its affiliates, but only to the extent such service would not be duplicative of periods of employment with the Employer.
- 21) The term “**Specified Employee**” shall mean a “specified employee” within the meaning of Section 409A and the Company’s Specified Employee identification policy, if any.
- 22) The term “**Weekly Benefits Annual Rate Amount**” shall mean the amount equal to the Employee’s Current Benefits Annual Rate divided by 52.
- 23) The term “**Year of Service**” shall mean the Eligible Employee’s period of Service with the Employer, calculated from the Employee’s “Continuous Service Date,” as that term is defined in the Company’s Human Resources Policies, calculated to the nearest full day based on the date of Separation from Service.

## **SEVERANCE PAY BENEFITS**

You will become eligible to receive a severance pay benefit under the Plan if your Service is terminated either (i) because of a Reduction-in-Force or (ii) following qualified medical leave. In both cases, you must sign and do not revoke a Release Form provided by the Company.

If you become entitled to receive a severance pay the amount of your benefit will depend on whether you are classified as a Non-Officer Employee or an Officer Employee as of the date of your termination of Service.

If you are a Non-Officer Employee, you will receive as a severance pay benefit an amount equal to your Weekly Benefits Base Amount multiplied by the greater of (A) eight, or (B) one and one-half times your number of Years of Service not in excess of 40.

If you are an Officer Employee, you will receive as a severance pay benefit an amount equal to your Weekly Benefits Base Amount multiplied by the greater of (A) eight, or (B) two times your number of Years of Service not in excess of 30.

The maximum amount you can receive under the Plan is the lesser of (i) 2 times your total annual compensation for the prior year or (ii) 2 times the tax-qualified plan compensation limit IRS. This IRS limit changes from year to year, but for 2024 it was \$345,000.

The Company reserves the right to depart from the calculation of severance pay benefits as described above if your attendance, job performance or other job-related conduct appears to justify an upward or downward adjustment.

## **METHOD OF PAYMENT**

Your severance pay benefit will be paid to you as a lump sum within the 30-day period following your return of a timely executed Release Form. If this 30 day period begins on one calendar year and ends in another, the payment will be made in the later year.

In the event that you are a Specified Employee at the time of your Separation from Service, to the extent that your severance pay constitutes "nonqualified deferred compensation" within the meaning of Section 409A, such severance pay shall not be paid until the first day of the seventh month following the month of your Separation from Service.

## **DISQUALIFICATION, REDUCTION, LOSS OR SUSPENSION OF SEVERANCE PAY BENEFITS**

There are a few circumstances under which you could lose all or part of the severance pay benefits provided under the Plan. These are listed below and should be read very carefully. Please be aware that the following is just a summary – these provisions are described in more detail in the Plan document.

(1) If you are terminated due to any of the following, you will not be eligible for severance pay benefits:

- If you are terminated due to actual or alleged acts of dishonesty, harassment, willful discrimination, acts of violence, threatened violence, intimidation, violations of the Company's Information Security or Privacy Policies or any violation of the Company's or an affiliate's Code

of Ethics, shall not be eligible to become a Participant entitled to receive any severance pay under the Plan.

- You are offered a Comparable Position which you refuse.
  - The Plan Administrator determines your Separation from Service is due events that either damage an Employer's facilities or prevent continued operations. Examples of this would include natural disasters (such as fires, floods, earthquakes) as well as civil unrest, strikes, forced closures, etc.
  - If you are laid off in a manner the Plan Administrator concludes is intended to be temporary.
- (2) Any severance pay amount you are entitled to under the Plan shall be reduced dollar-for-dollar by any severance or similar compensation you receive with respect to the same Separation from Service under any contract or program of any kind (including under governmental programs). This does not apply to payments received under federal or state unemployment statutes.
  - (3) You are required to reimburse the Company for the full amount of such severance pay if you disclose any confidential information or violate any written covenants with the Company or its affiliates. Note that this does not preclude you from filing a complaint with appropriate government agencies, from seeking legal representation or other forms of protected disclosure.
  - (4) If you receive severance pay under the Plan and return to Service prior to the elapse of the number of weeks equal to the multiplier used to determine the amount of his severance pay, you will be required to repay a prorated portion of your severance pay.
  - (5) No severance pay under the Plan shall be payable to any Participant in the event of the Company's insolvency or bankruptcy reorganization or if the cost of providing the severance pay benefits would lead to the Company's insolvency or bankruptcy.
  - (6) If you are paid severance pay under this Plan, and return to Service with the Employer, your Years of Service under this Plan will be calculated based on your rehire Date. However, if you repay your severance pay benefits, your years of service related to the portion you repay may be counted under this Plan for future severance pay benefits.
  - (7) No person shall receive any separation pay under this Plan if such person receives (or is eligible to receive) benefits under another similar plan from Truist Financial Corporation or another employer with regard to the same Separation from Service or other triggering event.

### **TAXES AND WITHHOLDING**

The severance pay under the Plan is subject to federal, state and local income and employment taxes. The Company will withhold such taxes from your severance pay under the Plan.

### **MANDATORY CLAIMS AND APPEALS PROCEDURES**

This section describes the mandatory claims and appeal procedures. Under the terms of the Plan and applicable law, you must exhaust these procedures before you are permitted to file a lawsuit or any other legal proceeding



regarding your benefits under a Plan. These same rules apply to anyone acting on your behalf. Please pay careful attention to any deadlines below, as failure to meet applicable deadlines will extinguish your rights to file a claim, an appeal or a lawsuit.

Severance pay benefits are typically paid automatically to Eligible Employees whose termination of Service qualifies them to receive benefits under the Plan. If the Company does not provide you severance pay, this shall constitute a determination by the Plan Administrator that you are not eligible for severance pay under the Plan. However, if you believe that you are eligible for severance pay benefits that you have not received under the Plan or if you have any other disputes regarding your benefits or plan administration, you must file a written claim with the Plan Administrator. The written claim must set forth the cause of your termination of Service and describe the reasons why you qualify to receive severance pay benefits under the Plan. The Plan Administrator may require additional proof to verify the claim. The claim must be filed within one year of the date that you experienced a separation from service or other event triggering a right to a payment under the Plan. Failure to file a claim by this deadline will permanently extinguish your right to any severance pay under the Plan.

The Plan Administrator will then decide whether you satisfy all of the conditions set forth in the Plan and are entitled to receive severance pay benefits under the Plan. In the event the Plan Administrator should then determine that you are not entitled to all or a portion of the severance pay benefits to which you claim, you will be notified within 90 days after receipt of your claim. If the Plan Administrator determines that special circumstances require additional time to make a decision on your claim, the Plan Administrator may have an additional 90 days by notifying you before the end of the first 90-day period. If your claim is denied, in whole or in part, you will receive a statement that includes:

- (1) The specific reason or reasons for the denial;
- (2) Specific reference to applicable sections of the Plan on which the denial is based;
- (3) A description of any additional material or information necessary for you to supply in order to perfect your claim and why such material or information is necessary; and
- (4) An explanation of the Plan's claims review procedure and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

If the Plan Administrator does not provide you with any notice or statement about your claim within 90 days of the time it is received (or the end of the extension period if applicable), you may consider your claim denied as of the last day of the of the 90 day (or extended) period. Within 60 days after a claim is denied by the Plan Administrator or deemed to have been denied, you may appeal the denial of the claim by filing a written application for review with the Plan Administrator. The Plan Administrator will review the decision denying the claim within 60 days after your request for review (unless the Plan Administrator determines that more time is needed, in which case the time period is 120 days), and will give you a written decision. You will receive a notice if the Plan Administrator determines that special circumstances require additional time. If the Plan Administrator fails to provide you with any notice or statement about your claim within the 60-day (or 120-day) period referred to above, you may consider your claim to have been denied upon review as of the last day of the 60 day (or 120 day) period. Before the Plan Administrator decides on the claim, you or your authorized representative may review pertinent documents and submit issues and comments in writing. It is important for you or your authorized representative to submit in writing to the Plan Administrator for its review any and all issues, comments and evidence relevant or pertinent to your claim for benefits.

If the Plan Administrator denies your claim, in whole or in part, its written decision will set forth specific reasons for the decision and will cite specific Plan sections on which the decision is based. The decision of the Plan Administrator will be final and conclusive.

The Plan Administrator has the discretionary authority to interpret and construe the provisions of the Plan. Such interpretations and determinations made by the Plan Administrator will only be overruled by a court of law if the Plan Administrator is found to have acted arbitrarily and capriciously in interpreting and construing the provisions of the Plan.

You are not entitled to challenge the Plan Administrator's determinations in judicial or administrative proceedings without first complying with the administrative claims and appeals procedures set forth in this SPD. All such claims must be brought within the timeframes set forth. The decisions made pursuant to applicable administrative claims procedures are final and binding on you and any other party. If you do not exhaust all claims and appeals rights in the timeframes set forth above, that will completely extinguish your rights or potential rights to benefits under the Plan.

If you have complied with and exhausted the Plan's claims procedures and intend to exercise your right to bring civil action under ERISA Section 502(a), you must bring such action within one year following the date on which your appeal was denied (or deemed denied) by the Plan Administrator. If you do not bring such action within such one-year period, you shall be barred from bringing an action with regard to the claim, the Plan or benefits under the Plan.

#### **FUTURE OF THE PLAN**

While the Company expects to continue the Plan indefinitely, the Company reserves the discretionary right to modify or amend or terminate the Plan in any respect, at any time and from time to time, retroactively or otherwise and for any reason or for no reason. The Company also reserves the right, whether in an individual case or more generally, to alter, reduce any benefit offered under the Plan, in whole or in part, without notice. However, if you have become eligible to receive severance pay benefits under the Plan, no amendment or termination of the Plan may adversely affect the amount or timing of those benefits.

The Plan cannot be orally amended. All oral statements and representations shall be without force or effect even if such statements and representations are made by the Plan Administrator, by any delegate of the Plan Administrator, or by Employer management.

#### **CONTRIBUTIONS AND FUNDING**

The severance pay benefits payable under the Plan are not funded. This means that the Company has not set aside any funds specifically for the payment of severance pay benefits under the Plan. Instead, the Company will simply pay the severance pay benefits from its general assets as such payments become due. The general assets of the Company used to pay the severance pay benefits under the Plan will not be placed in a separate trust or other arrangement and will be subject to the claims of the Company's general creditors at all times.

#### **ASSIGNMENT OF BENEFITS**

The severance pay you become entitled to receive may not be assigned or transferred without the consent of the Plan Administrator. Any attempt to do so without such consent will be void and of no effect.

#### **CODE SECTION 409A**

To the fullest extent applicable, benefits payable under the Plan are intended to (1) be exempt from Section 409A, and (2) to the extent that any such amount or benefit is or becomes subject to Section 409A, comply with the applicable requirements of Code Section 409A. The Plan Administrator intends to interpret and administer the Plan in a manner consistent with the foregoing statement of intent.

Notwithstanding any other provision of this SPD or Plan document to the contrary, the Plan Administrator may, in good faith, amend the Plan, without the consent of the Participant, to the extent the Plan Administrator deems necessary, appropriate or desirable (1) to make the Plan exempt from Section 409A, or alternatively (2) to comply with the requirements of Section 409A or to prevent the Participant from being subject to any additional tax or penalty under Section 409A. Such amendment is intended, to the extent practicable, to maintain the original intent of the Plan. Notwithstanding anything contained in the Plan to contrary, neither the Company, an affiliate, the Company's Board of Directors, the Plan Administrator, nor any other party makes any guarantee or promise of any tax treatment or that the Plan will either comply with or be exempt from Section 409A, and none of the foregoing shall be liable for any taxes, penalties or interest or other tax consequences that may be imposed on a Participant (or other person) under Section 409A or any other section of the Code.

### **GOVERNING LAW AND VENUE**

This Plan is intended to be governed by and will be construed in accordance with ERISA and, to the extent not preempted by ERISA, by the laws of the state of North Carolina, without regard for any choice of law principles thereof. Any legal action related to this Plan shall be brought only in the United States District Court for the Western District of North Carolina and of any court situated in Charlotte, North Carolina.

### **STATEMENT OF ERISA RIGHTS**

All Eligible Employees who participate in the Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Eligible Employees who participate in the Plan shall be entitled to:

- (i) *Receive Information about the Plan and Benefits.*

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including contracts and collective bargaining agreements, and copies of the annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

- (ii) *Prudent Actions by Plan Fiduciaries*

In addition to creating rights for participants in the Plan, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

- (iii) *Enforce Your Rights*

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, and to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$147 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek the assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous). For clarification, the enforcement rights described in this section still require you to exhaust the Plan's claims and appeal procedures.

*(iv) Assistance With Your Questions*

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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