INTACT USA RETIREMENT SAVINGS PLAN
Summary Plan Description

This document constitutes the Summary Plan Description for the Intact USA Retirement Savings Plan.

The date of this Summary Plan Description is January 1, 2024.

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INTACT USA RETIREMENT SAVINGS PLAN
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INTRODUCTION

What kind of Plan is this?

Intact Services USA LLC (the "Employer") sponsors the Intact USA Retirement Savings Plan (the "Plan") for its employees and former employees and the employees and former employees of Intact's affiliated employers that have adopted the Plan, which are listed at the end of this SPD in the Article entitled "General Information About the Plan." The Plan consists of profit sharing plan that meets the requirements of Section 401(a) and other applicable provisions of the Internal Revenue Code, and includes a qualified cash or deferred arrangement under Internal Revenue Code section 401(k), qualified Roth contributions under Internal Revenue Code section 402A, and employer matching contributions under Internal Revenue Code section 401(m).

The Plan allows eligible employees to direct the investment of their account, which is intended to satisfy Section 404(c) of the Employee Retirement Income Security Act ("ERISA").

What information does this Summary provide?

This Summary Plan Description ("SPD") provides a brief description of the Plan, including information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations in the Plan.

This SPD is not the actual Plan. The actual Plan is contained in a detailed legal document, a copy of which is available from the Administrator for review and copying by any employee who wishes to do so. In the event of a conflict between any statement in this SPD and the provisions of the Plan, the provisions of the Plan will govern.

The Plan may in the future be changed by an amendment adopted by the Employer. If any such change is material, you will be notified of the change. The benefits provided by the Plan also could be affected by changes in federal tax law and regulations. It is possible that the Internal Revenue Service (IRS) or Department of Labor (DOL) may require changes to the Plan, which could alter the benefits of the Plan. If this happens, you will be notified.

If you have any questions about the Plan or your participation after reading this SPD, please contact Vanguard by calling Vanguard's VOICE Network at 1-800-523-1188. You can speak to a Vanguard associate by calling this number between 8:30 a.m. and 9:00 p.m., Eastern time, Monday–Friday, or you can go online to Vanguard's website at Vanguard.com.

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ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

You generally may begin participating in the Plan on the date you commence employment. However, the following employees are not eligible to participate:

- Individuals in an intern job category
- Individuals in a co-op student job category
- Workers utilized from a leasing or temporary service agency
- Employees who are members of a collective bargaining unit
- Independent contractors
- Leased employees

If you are not eligible to participate in the Plan but become eligible, you may begin participating on the date you become eligible to participate.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are a former participant in the Plan, and you are rehired, you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

How do I enroll in the Plan? You may enroll in the Plan by calling a Vanguard Participant Services Associate, using Vanguard's automated VOICE Network or online atVanguard.com/enroll.

- Enroll through a Participant Services Associate or using VOICE® Network by calling 1-800-523-1188.
- Spanish speaking participants: Call 1-800-828-4487. Hearing impaired: Call TTY at 1-800-523-8004.

The Vanguard VOICE® Network guides you through the enrollment process for salary deferral percentage elections and selecting your investment options. Written confirmation of your salary deferral election and investment choices will be mailed to your home address within seven business days.

1) Enroll online at Vanguard.com:
2) Enter Vanguard.com in your computer's browser.
3) Click on 'Retirement Plan Participants'.

Follow the online instructions to register and enroll. You will need your plan number (092133).

Your Vanguard Personal Identification Number (PIN) for VOICE® Network. Your PIN is confidential. It is important that you keep your PIN in a secure location; you will not be able to access your accounts through Vanguard's VOICE® Network without it. If you forget your PIN, call Vanguard to request a new one. You will receive your new PIN, via U.S. mail to your home, in about seven to 10 business days. Your PIN is not required to speak to a Vanguard associate; your PIN is not the same as your password to Vanguard.com.

For details about Automatic Enrollment, please refer to the section entitled *What is the procedure to make or change my contributions?* in Article II.

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What contributions may I make to the Plan?

You may make the following types of contributions to the Plan, which are described below:

- employee pre-tax contributions,
- employee Roth contributions,
- employee catch-up contributions,
- employee Roth catch-up contributions,
- employee after-tax contributions, and
- employee rollover contributions, including Roth rollover contributions.

Pre-Tax Contributions. As a Plan participant, you may elect to reduce your compensation, as defined in Article IV, by a specific percentage and have that amount contributed to the Plan on a pre-tax basis. Your taxable income is reduced by the pre-tax contribution so you pay less in federal income tax (however, the amount you defer is still counted as compensation for purposes of Social Security tax). Later, when the Plan distributes your pre-tax contributions and earnings, you will pay income taxes on those deferrals and the earnings. Therefore, federal income taxes on your pre-tax salary deferral contributions and the earnings on those amounts are only postponed; eventually, you will have to pay federal income taxes on these amounts.

Roth Contributions. Instead of making contributions on a pre-tax basis, you may elect to have your deferral contributions made on an after-tax basis in the form of Roth contributions. Although Roth contributions are included in your taxable income when you make them, distributions of Roth amounts – and earnings – may be tax-free if certain criteria are met. This differs from the taxation of after-tax contributions described below, the earnings of which are taxable when distributed from the Plan. See the section entitled *What are my tax consequences if I take a distribution from my Roth Account?* in Article X for more information regarding the taxation of Roth distributions. Roth contributions are subject to the same rules and limits that apply to other salary deferral contributions.

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year as either pre-tax contributions or after-tax Roth contributions. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan.

After-Tax Contributions. You also may make contributions to the Plan on an after-tax basis. After-Tax Contributions are subject to current income taxation even though they are contributed to the Plan. However, you will generally defer paying income taxes on any earnings you receive on your After-Tax Contributions made to the Plan until you withdraw those amounts from the Plan.

Please note that the total amount of your pre-tax contributions, Roth contributions and after-tax contributions is limited to no more than 40% of your compensation.

What is the procedure to make or change my contributions?

The amount you elect to defer will be deducted from your compensation, as defined in Article IV, in accordance with a procedure established by the Administrator. As described in the earlier question *How do I enroll in the Plan?*, the procedure requires that you enter into a salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer a portion of your salary as of the date you become a participant. Your election will become effective as soon as administratively feasible after it is received by the Administrator and will remain in effect until you modify or terminate it.

Automatic enrollment. If you do not make a salary deferral election when you first become a participant, you will be automatically enrolled to contribute 6% of your compensation as a pre-tax salary deferral to the Plan. This contribution will occur on the first administratively practicable payroll period after you are employed for 60 days. If you are automatically enrolled, your salary deferral contribution will increase automatically by 1%, effective on the first payroll period coincident with or next following April 1 of each Plan Year, unless you elect not to have the increase take effect. You may change or elect out of automatic enrollment contributions at any time by following the procedures for contribution elections established by the Administrator. Automatic enrollment contributions will be invested in the age appropriate Target Retirement Trust unless you make a different investment election. See Article V below for more information regarding investment choices under the Plan.

Deferral modifications. You can increase, decrease, or revoke your salary deferral election any time during the Plan Year. Any modification will become effective as soon as administratively feasible after it is received by the Administrator. In addition, you may elect or change automatic increase at any time by following the procedures for contribution elections established by the Administrator.

What limits apply to my contributions?

Plan deferral limit. As noted above, you may elect to defer a percentage of your compensation between 1% and 40% each year instead of receiving that amount in cash. This limit applies across all employee contributions, including after-tax contributions, but not including catch-up contributions.

Annual dollar limit. Your total pre-tax and/or Roth contributions across all plans in which you participate for any taxable year may not exceed a dollar limit which is set by law; for 2024, the dollar limit is $23,000. If you are eligible to make catch-up contributions, a separate dollar limit applies; for 2024, the dollar limit is $7,500. After 2024, these dollar limits may increase for cost-of-living adjustments.

In addition, the law imposes a maximum limit on the total amount of contributions that may be made to your account during the Plan Year (excluding catch-up contributions and rollover contributions). For 2024, this total cannot exceed $69,000. After 2024, this dollar limit may increase for cost-of-living adjustments.

Other Limits. Another limit affects only highly compensated employees (generally, for 2024, employees whose annual earnings for 2023 exceeded $155,000, subject to annual adjustment for cost of living increases) whose contributions may have to be restricted to enable the Plan to pass a special nondiscrimination test each plan year.

The Administrator will tell you if any of these limits affects you for a particular plan year. If any of these limits would be exceeded, the Plan may refund the amount of pre-tax contributions (or Roth contributions, if applicable) needed to stay within the limit, with applicable earnings, or, if you satisfy the requirements to make catch-up contributions, the Plan may recharacterize the excess amount as a catch-up contribution.

What are rollover contributions?

If you receive a distribution from a qualified plan of your previous employer, you may be eligible to "roll over" that distribution to the Plan. A "rollover contribution" may be made as a direct rollover from your previous employer's plan or as a transfer within 60 days after you receive the distribution from the previous employer's plan. You may also be eligible to roll over a distribution from a 403(b) annuity, an eligible governmental plan, or an individual retirement account and certain other arrangements, as well as a designated Roth account from another retirement plan.

All rollover contributions must be approved in advance. If you wish to make a rollover contribution, you may be required to demonstrate that the legal requirements for a rollover contribution are satisfied. You should not withdraw funds from any other plan or account until you have received written approval for the rollover into the Plan. More information regarding rollover contributions can be obtained upon request by calling Vanguard at 1-800-523-1188 or by going online to Vanguard.com.

What are transfer contributions?

Transfer contributions are amounts that were transferred to the Plan directly from another qualified plan prior to January 1, 1999. Any such contributions were allocated to a separate Transfer Account and are subject to the same restrictions and limitations as applied to the contributions when they were held under the transferor plan or arrangement, as well as such additional limits as the Administrator deems necessary or appropriate.

ARTICLE III
EMPLOYER CONTRIBUTIONS

What contributions will the Employer make to the Plan?

In addition to any contributions you elect to make, your Employer may make the following additional contributions to the Plan on your behalf, which are described below:

- Annual Employer discretionary contributions and
- Discretionary matching contributions.

Annual Employer Discretionary Contributions. Each year, your Employer may make a discretionary contribution to the Plan. Your share of any contribution is based on your compensation for the Plan Year as defined in Article IV.

If you are employed on the last business day of the Plan Year, you will receive an allocation of Employer Discretionary Contributions in an amount from 0 to 3% of your compensation for the Plan Year. For purposes of this contribution, your compensation will be limited to the Social Security taxable wage base for the Plan Year ($168,600 for 2024).

The Employer may make an additional Employer Discretionary Contribution in an amount from zero to six percent of your compensation earned during the Plan Year if you (i) are employed on the last business day of the Plan Year, and (ii) were not awarded a grant under the Intact Long-Term Incentive Plan for the performance cycle beginning in such Plan Year, any successor plan, or any long-term performance plan or profit sharing plan maintained by an Affiliated Employer. For purposes of this contribution, your compensation will not be limited to the Social Security taxable wage base, but it cannot exceed the IRS compensation limit for the Plan Year ($345,000 for 2024).

If you terminate employment with Intact and all of its affiliated companies (i.e., you are not employed on the last business day of the Plan Year), you will not receive an Employer Discretionary Contribution regardless of the amount of service you complete during the Plan Year.

Annual Employer Discretionary Contributions will be allocated to your account in cash and will be invested in accordance with your existing investment elections. If you do not have an investment election on file, these contributions will be invested in the age-appropriate Target Retirement Trust, which is the Plan's default investment fund. Please see Article V below for more information regarding investment options under the Plan.

These contributions will be made in cash and will be invested in accordance with your existing investment elections on file for your own employee contributions. If you do not have an investment election on file, these contributions will be invested in the age-appropriate Target Retirement Trust, which is the Plan's default investment fund. Please see Article V below for more information regarding investment options under the Plan.

Discretionary Matching Contributions. Intact will make a matching contribution equal to 100% of your pre-tax and Roth salary deferrals and after-tax contributions that do not exceed 3% of your eligible compensation. Matching contributions are made solely on pre-tax and Roth salary deferrals and after-tax contributions, and are not made on catch-up contributions.

For purposes of calculating the Matching Contribution, your compensation and deferrals will be determined on a payroll by payroll basis (you will only receive match during a pay period for which you contribute). For example, if you defer 3% of compensation (pre-tax and Roth salary deferrals and after-tax contributions) for a payroll period, you will receive a 3% Matching Contribution (100% X 3%).

Any such matching contributions are subject to the vesting schedule discussed in Article VI below.

ARTICLE IV
COMPENSATION

What compensation is used to determine my Plan contributions?

Definition of compensation. "Compensation" for Plan purposes has a special meaning. Compensation is generally defined as your total compensation subject to income tax withholding. Your compensation includes:

- pre-tax contributions made to this Plan and to any other plan or arrangement (such as a cafeteria plan);
- overtime and shift differentials; and
- regular pay after you terminate employment.

Your compensation excludes:

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits;
- compensation paid while not a participant in any component of the Plan for which compensation is being used;
- bonuses, incentive compensation and lump sum salary substitution payments;
- sick leave and vacation leave payouts after you terminate employment; and
- all stock options and deferred compensation.

Is there a limit on the amount of compensation that can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the 2024 Plan Year is $345,000. The dollar limit may increase each year for cost-of-living adjustments.

ARTICLE V
INVESTMENTS

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You direct the investment of your interest in the Plan. You will receive information regarding the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions.

If you are automatically enrolled in the Plan or if you do not direct the investment of your applicable Plan accounts, you will be invested in the Plan's default investment fund, the age-appropriate Target Retirement Trust. This investment satisfies the requirements as a Qualified Default Investment Alternative (QDIA), as provided in DOL regulations. You will receive a description and other information regarding the default investment if you are automatically enrolled in the Plan. You may make a different investment election by following the procedures described in this Article.

Section 404(c) Compliance. The Plan is intended to comply with Section 404(c) of ERISA. If the Plan complies with this Section, then the fiduciaries of the Plan, including your Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

Certain information is given to you automatically in connection with the investment of your account balance under the Plan. In addition, the following information can be obtained upon request from the Administrator or by calling Vanguard at 1-800-523-1188 or by going online to Vanguard.com:

- copies of prospectuses, short-form or summary prospectuses, financial statements and reports, and other materials relating to the investment alternatives under the Plan;
- copies of any financial statements or reports, such as statements of additional information and shareholder reports, and of any other similar materials relating to the Plan's investment alternatives to the extent such materials are provided to the Plan;
- statement of the value of a share or unit in each specific investment alternative as well as the date of the valuation; and
- a list of the assets comprising the portfolio of each investment alternative, the value of such assets (or the proportion of the investment option that it comprises) and, with respect to each asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract.

There is generally a prospectus for each of the investment funds available through the Plan. The prospectus describes the fund's investment objectives, strategies and risks, presents historical performance figures for the fund, and details the fund's operating expenses. You are encouraged to read all of the prospectuses carefully so that you can choose which investment funds are best suited for you. You can get updated prospectuses and investment information for these funds by calling Vanguard at 1-800-523-1188, or you may view this information online at Vanguard.com.

Each of the investment funds made available through the Plan may have certain operating expenses, such as fund management fees, brokerage commissions, transfer taxes and other expenses. The expenses of each fund are generally deducted from the assets of the fund and are therefore reflected in each fund's share price. As a result, each fund's expenses are borne by the participants' investment in that fund. Not all of the funds have the same type or amount of expenses. More specific information about the expenses incurred by each fund will be automatically provided to you annually.

How do I select or change my investment options?

How to Select Your Investments. You may select among any of the investment options offered by the Plan for each account. Investment elections are made in 1% increments. You can choose any combination of investment options as long as the total equals 100%, such as:

- 100% in one fund;
- 45% in one fund, 55% in another fund;
- 50% in each of two different funds;
- 50% in one fund, 15% in one fund and 35% in one fund; or
- 10% in each of six different funds and 40% in one fund.

There are two ways in which you can change your investment choices:

- You can transfer your existing balance among your investment fund options, and
- You can change your investment choices for future contributions.

Each investment change is independent of the other. To change both your existing balance and your future contributions, you must make two independent changes. Investment changes may be made at any time subject to limitations as set forth in each fund's prospectus. However, you can only change your investment choices for your existing balances once during any business day. Once you have made a change in your investment choices for your existing balances, you must wait until the following business day to make another change.

There may be "blackout periods" during which participants are restricted from exchanging or making allocation changes between funds. You will be notified before any such blackout period occurs.

Equity wash rules. You cannot move money from Vanguard Retirement Savings Trust to an investment option that is considered a competing investment option. Competing investment options include money market funds or other investments that invest primarily or exclusively in money market instruments or certain fixed income investments. Before you can move money from the stable value fund to a competing investment option, you must place the money in a noncompeting investment option for 90 days. Then you may move the money to the competing investment option.

How to Request a Change. Investment changes can be made at any time online at Vanguard.com or by calling Vanguard's VOICE Network at 1-800-523-1188. You can also speak to a Vanguard associate between 8:30 a.m. and 9:00 p.m., Eastern time, Monday–Friday, by calling Vanguard at 1-800-523-1188.

Elections or changes you make before the stock market closes (normally 4 p.m., Eastern time), will be based on that day's closing price. Elections or changes you make after the stock market closes will be based on the next business day's closing price.

When the stock market closes before 4 p.m., Eastern Time (e.g., New Year's Eve), any elections or changes you make before the close will be based on that day's closing price. Any elections or changes you make after the close will be based on the next business day's closing price.

Vanguard will send electronic statements and confirmations to the email address on file. If desired, you may request to receive paper statements and confirmations on Vanguard.com. Vanguard will send confirmation of changes to your home address via the US mail to both the old and new address within seven days.

Frequent-trading policy. A frequent-trading policy applies to all funds in the Plan, with the exception of Vanguard® Federal Money Market Fund. Under this policy, if you exchange money out of a fund, you will not be able to exchange money back into the same fund within 30 calendar days. The term "exchange" refers to a transaction in which proceeds from a redemption of fund shares in a plan are used to purchase another investment offered within the Plan.

Please note that the 30-day restriction only applies to exchanges *into* a fund and does not apply to transactions such as contributions, distributions and loans. You may always exchange money *out* of any fund at any time. In addition, the 30-day restriction described above will not apply to any change that you make to the investment of *future* contributions. The prospectus for each fund gives a more detailed description of restrictions on fund exchanges, including any changes made to this policy. You can request a copy of the prospectus by calling Vanguard at 1-800-523-1188 or view it online at Vanguard.com.

This policy will *not* apply to the following:

- Vanguard Federal Money Market Fund,
- Purchases of shares with participant payroll or employer contributions or loan repayments,
- Purchases of shares with dividends or capital gains distributions,
- Distributions, loans and in-service withdrawals from the Plan,
- Redemptions of shares as part of a plan termination or at the direction of the Plan,
- Redemptions of shares by Vanguard to pay fund or account fees,
- Share or asset transfers or rollovers,
- Re-registration of shares,
- Conversions of shares from one share class to another in the same fund, and
- Vanguard Managed Account Program purchases and redemptions.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits Plan expenses to be paid from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts

of all participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan.

Expenses allocated to individual accounts. All participants will pay a quarterly fee of $20 from the assets in their account. Certain other expenses that you specifically incur, or that are attributable to you, may also be paid just from your account. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. As another example, if you take a loan from the Plan, a loan processing fee will be processed from your account. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account and how much that charge will be.

The amount of the quarterly fee and other charges, and the manner in which expenses are allocated, may change from time to time.

ARTICLE VI
VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") to the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- Pre-tax contributions, including pre-tax catch-up contributions,
- Roth contributions, including Roth catch-up contributions,
- after-tax contributions, and
- rollover contributions, including Roth rollover contributions.

You are also 100% vested in your ESOP Dividend Account, which holds dividends you received when the Plan held shares of Employer stock.

Employer Discretionary Contributions and Matching Contributions. You will be 100% vested in your employer discretionary contributions and matching contributions accounts when you complete three years of service with the Employer. You receive one year of service for each 12 month period beginning on your employment or re-employment date and ending on the date that you terminate employment with Intact and its affiliated companies.

You also will be 100% vested in your employer discretionary contributions and matching contributions accounts if you attain your normal retirement date, become disabled or die while you are an employee, even if you have not completed three years of service with the Employer.

Normal retirement date. Your normal retirement date under the Plan is your 65th birthday.

Disability. You are disabled for Plan purposes if a licensed physician chosen by the Administrator determines that you are unable, due to mental or physical disability, to perform your job or any job with the

Employer for which you are suited by reason of training, education or experience, or if you are receiving benefits under the Employer's long-term disability plan.

Your employer discretionary contributions and matching contributions accounts will also be 100% vested if your employment with Intact is involuntarily terminated due to a:

- layoff or reduction-in-force; or
- sale of the division or line of business for which you work to another entity or company.

If you terminate employment before becoming fully vested, you will forfeit the non-vested portion of your account balance as of the earlier of the date you receive a distribution and the last day of the calendar quarter in which you incur a five-year period of severance. If you are rehired before you incur a five-year period of severance, any forfeited amount will be re-credited to your account.

Service with the Employer. When determining vesting, all service you perform for the Employer will generally be counted. You also may receive credit for years of service for employment with an acquired company prior to its acquisition by Intact. In addition, in some instances, you may receive credit for service with a company or division after it is sold by Intact. Please contact the Administrator for more information on additional service credit.

If you terminate employment and return at a later date, in order to determine the vested portion of your account accrued before your termination of employment and after you return to employment, your years of vesting service after your return will be included. If you terminate employment and are vested at that time, and return to employment at a later date, you will continue to be vested in the Plan, regardless of the length of the period of severance.

Benefits upon Return from a Military Leave of Absence (MLOA). You will be eligible to receive contributions for the period of time that you were on active military duty if you return to employment and have satisfied the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) within the period specified after the date you are released from active duty. You must present proof of your activation date and release from active duty date to your manager.

You may make up any missed salary deferral contributions Roth contributions, after-tax contributions and, if applicable, catch-up contributions. These make-up contributions may be made over a period that is three times the period of your military service, not to exceed five years. Make–up contributions are calculated using the average of your 12 months' eligible earnings (or all, if less than 12 months) immediately prior to the MLOA. In addition, Intact will make up any missed employer discretionary contributions for your period of active service.

Contributions may not exceed the applicable limits for the year in which they would have been contributed. Your loan payments will be suspended while you are on MLOA.

What happens if the Plan becomes a "top-heavy plan"?

In an effort to keep retirement plans from favoring "key employees," the Internal Revenue Code includes a complicated set of rules that apply to any "top-heavy" retirement plan. Stated simply, the Plan will be "top-heavy" if the value of the accounts belonging to certain owners or officers exceeds 60% of the value of the accounts for all participants. Each year the Plan will be tested to determine if it is, in fact, top-heavy. If the Plan becomes top-heavy, special rules will become effective which could increase the amount of contributions the Employer makes to your account and you will be notified.

ARTICLE VII
LOANS

Is it possible to borrow money from the Plan?

You may request a participant loan from your account by contacting Vanguard. Your ability to obtain a participant loan depends on several factors, which are described below.

What are the loan rules and requirements?

There are various rules and requirements that apply to any loan. In addition, Intact has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from Vanguard. Generally, the rules for loans include the following:

- Loans are available to participants on a reasonably equivalent basis. Loans will be made to participants in accordance with rules established by the IRS and the DOL. Vanguard may request that you provide additional information to make this determination.
- All loans must be adequately secured. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan.
- You will be charged a reasonable rate of interest (currently the prime rate of interest plus 1%) for any loan received from the Plan. Vanguard will determine a reasonable rate of interest by reviewing the interest rates charged for similar types of loans by other lenders.
- If approved, your loan will provide for level amortization with payments made each pay period, but not less frequently than quarterly. The term of your loan may not exceed five (5) years unless the loan is for the purchase of your principal residence, in which case a longer repayment term (up to 20 years) may be permitted. Generally, you are required to repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact Vanguard to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. Loan proceeds will be disbursed pro-rata from your account, and all of your payments of principal and interest on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
    (a) $50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
    (b) 50% of your vested account balance up to a maximum of $50,000.
- No loan will be made in an amount less than $500.
- The maximum number of Plan loans that you may have outstanding at any one time is 2.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be “in default.” Your loan will be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. A loan that is in default will be considered a deemed distribution from the Plan and will be reported as taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to receive from the Plan.

The Administrator may periodically revise the Plan’s loan policy. If you have any questions on participant loans or the current loan policy, please contact Vanguard.

Fees will be assessed against your account for the initial loan application (includes processing and document preparation).

> *Amount of Loan Application Fee*: $50 for each loan initiated through Vanguard.com or through the Vanguard VOICE® network. The fee is $100 for loans initiated through a Vanguard associate.

To Apply for a Loan: Contact Vanguard at 1-800-523-1188 or go to Vanguard.com.

ARTICLE VIII
WITHDRAWALS FROM ACCOUNTS

Because the Plan is regarded under the Federal tax laws as a program to provide retirement benefits, withdrawals of money from the Plan before retirement are restricted and may be subject to penalty taxes (as well as regular income taxes) in certain circumstances. You should therefore treat the Plan as a means to accumulate tax-advantaged savings and to invest for the long term and should not use the Plan to make short-term investments.

Can I withdraw money from my account while working?

You may withdraw all or a portion of the vested balance from your account whether or not you have terminated employment. If you would like to request a withdrawal, you can contact Vanguard® Participant Services at 1-800-523-1188 or you may go online to Vanguard.com. Vanguard will tell you how much is available for withdrawal from your account.

If you are an active employee, your pre-tax contributions and Roth contributions generally cannot be withdrawn or distributed before the earliest of your retirement, disability or death, severance from service, reaching age 59½, or the termination of the Plan. Also, if you have not attained age 59-1/2 when you request a withdrawal, the amount available for withdrawal from your vested Employer Matching Contribution Account and vested Employer Discretionary Contributions Account will be reduced by the amounts credited to these accounts during the two year period prior to the withdrawal.

Once you have attained age 59-1/2 you may withdraw all or a portion of the vested balance in your account at any time. Your withdrawal will be paid pro-rata from your accounts.

In addition, you may withdraw all or part of the balance in your Rollover Contribution and Roth Rollover Contribution Accounts at any time. Your withdrawal will be paid pro-rata from these accounts.

You may take up to three withdrawals per year from your account. However, if you have terminated employment and have attained age 59½, you are not limited to three withdrawals per year.

If you go into military service for at least 30 days and receive differential wage payments from the Employer, you will be treated as having had a termination of employment with the Employer for purposes of receiving a distribution from your pre-tax and Roth deferral Accounts, if you would like such a distribution. However, note that if you elect such a distribution, you may be subject to a 10% additional federal tax due to early payment and will be prevented by law from making either pre-tax contributions or Roth contributions for 6 months. If you have an actual termination of employment with the Employer, the 6-month rule won't apply.

If you are a member of a reserve component and are called to active service for at least 179 days or for an indefinite period, you will have a right to elect a withdrawal from your pre-tax and Roth deferral Accounts. That withdrawal will be treated as a "qualified reservist distribution", which means that it won't be subject to

any early withdrawal penalties and won't be subject to the rule described above that would prevent deferrals from being made for 6 months from the time of the distribution.

As an active participant you are eligible to receive a qualified birth or adoption distribution of up to $5,000 if the distribution is made within 1 year of the birth of your child or your legal adoption of an "eligible adoptee." An eligible adoptee is an individual who is not the child of your spouse and is either under age 18 or is mentally or physically incapable of self-support. If you take a qualified birth or adoption distribution, you may be eligible to recontribute this distribution to the Plan in the same manner as a direct rollover contribution. For more information about this recontribution right, please contact Vanguard.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may request a withdrawal for financial hardship if you satisfy certain conditions. This hardship distribution will be paid from your Pre-tax Salary Deferral Contributions Account and Roth Deferral Contributions Account including any earnings on these amounts. You may specify the extent to which a distribution is made from your Pre-tax Salary Deferral Contributions Account or Roth Deferral Contributions Account.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(a) of the Internal Revenue Code) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or your dependents.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents.
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code (regardless of income limitations).
- Expenses and losses incurred on account of a disaster declared by FEMA, provided your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.
- Any other event the IRS deems to be an "immediate and heavy financial need."

Hardship distributions also are permitted for expenses for medical care, tuition and related educational fees and expenses, and payments for burial or funeral expenses for your "primary beneficiary" under the Plan. Your primary beneficiary is an individual who is named as your beneficiary under the Plan and has a right to all or a fraction of your account balance following your death.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree in writing that all of the following conditions are satisfied:

1) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
2) You have obtained all distributions, other than hardship distributions, currently available under all plans that your Employer maintains; and

3) You represent in writing that you have insufficient cash or other assets to satisfy the need (and your Employer has no knowledge to the contrary).

What is an in-plan Roth conversion?

An in-plan Roth conversion allows you to convert all or a portion of your vested pre-tax or after-tax account balance to Roth. You will pay current taxes on the pre-tax amount and the earnings on the after-tax amount you convert, but that amount will be treated as Roth contributions for all purposes of the Plan following the conversion, meaning that from that date forward, the balance will grow tax-free, and be distributed tax-free, as long as the distribution meets Roth regulations.

You may not convert amounts attributable to an outstanding loan or any non-vested amounts, and while an in-plan Roth conversion is not a withdrawal, please note that you will be taxed as though you received a distribution even though you did not receive any payment.

ARTICLE IX
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT OR DEATH

The rules under which you can receive a distribution after you have terminated employment with Intact and its Affiliated Employers and the rules regarding the payment of death benefits to your beneficiary are described in this Article.

When can I receive a distribution from the Plan?

If you terminate employment with Intact and its Affiliated Employers, you are entitled to receive your vested account balance. You will be fully vested, and entitled to receive a distribution of your full account balance, if you terminate employment with Intact and its Affiliated Employers on or after attaining your normal retirement date or due to your becoming disabled.

Normal Retirement Date. Your normal retirement date under the Plan is your 65th birthday.

Disability. You are disabled under the Plan if a licensed physician chosen by the Administrator determines that you are suffering from a physical or mental disability of such severity and probable duration as to render you unable to perform the duties of your job or of any job with your Employer for which you are suited by reason of your training, education, or experience, or if your condition constitutes total disability under your Employer's long-term disability program.

You also may take a withdrawal from your account after you have terminated employment (See Article VIII).

How will my benefits be paid to me?

Forms of distribution. You may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment, including a rollover,
- installments over a period of up to 30 years, but not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary), or
- a combination of lump sum and installments.

The amount payable under the Plan generally will be distributed or commence to be distributed as soon as administratively feasible following receipt of your written request for payment.

If your total vested account balance does not exceed $1,000, distribution will be made in a lump sum payment as soon as practicable following your termination of employment, even if you do not request payment. The determination of the value of your account for this purpose will include the value of any rollover contributions or Roth rollover contributions you have made to the Plan.

If your vested account balance is more than $1,000 and not more than $7,000, and after receiving all required notices you do not make an affirmative distribution election, the distribution will be automatically rolled over by the Plan to an individual retirement account (IRA) with Vanguard as soon as practicable after you terminate employment. Your account will be automatically invested in Vanguard® Federal Money Market Fund, a fund designed to preserve principal and provide a reasonable rate of return consistent with liquidity. You will be responsible for paying all fees and expenses assessed against your automatic rollover IRA. The fees and expenses will be comparable to the fees and expenses charged by Vanguard for other IRAs. After your automatic rollover IRA is established, you can transfer the assets to an IRA at another financial institution or roll them over to another employer's eligible plan (if the plan permits). For additional information on a Vanguard IRA® and the fees and expenses associated with a Vanguard IRA, call Vanguard® Participant Services at 1-800-523-1188.

Delaying distributions. You may delay the distribution of your vested account balance if your vested account balance exceeds $7,000. However, if you terminate employment and elect to delay the distribution of your vested account balance, the Plan is required to commence paying minimum distributions to you beginning not later than the April 1st following the end of the year in which you reach age 73. Please contact Vanguard if you think you may be affected by this rule.

Form of payment. Distributions from the Plan will be paid in cash based on the value of your investments as of the most recent valuation date.

What is the death benefit under the Plan?

If you die while you are an employee of Intact or one of its affiliated employers, the death benefit payable under the Plan is your full account balance, regardless of the years of service you have completed. In all other cases, the death benefit is your vested account balance.

Who is the beneficiary of my death benefit?

In general, you are entitled to designate a beneficiary to receive your death benefit. If you are married, your spouse will be your beneficiary unless you designate a beneficiary other than your spouse and your spouse consents to the designated beneficiary. Your spouse's consent must be in writing and witnessed by a notary public.

You designate your beneficiary by completing a beneficiary designation form (and, if you are married, a spousal consent form), which you may obtain by calling Vanguard or by going online to Vanguard.com. You may also change your beneficiary designation by contacting Vanguard at any time and submitting a new beneficiary designation form. *A beneficiary designation is effective only if it is filed with Vanguard while you are still alive*.

If you do not designate a beneficiary in the proper manner before you die or if your designated beneficiary dies before you, your account balance will be paid in a single lump sum to your surviving spouse if you are married or, if you do not have a surviving spouse, to your estate. If you and your designated beneficiary die and the order of death cannot be determined or occur within 120 hours of each other, you will be deemed to have survived.

If you and your spouse divorce and your spouse is your designated beneficiary, that designation will be deemed revoked by the divorce unless your beneficiary designation indicates otherwise.

More information concerning the rules for designating a beneficiary is available from Vanguard.

How will the death benefit be paid to my beneficiary?

Upon receiving information regarding your death, Vanguard will send out distribution paperwork to your beneficiary on file. Your beneficiary must complete the paperwork and return it to request a distribution, and the amount payable under the Plan will be distributed as soon as administratively feasible following receipt of your beneficiary's request for payment.

Your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment, including a rollover,
- installments over a period of not more than the assumed life expectancy of your beneficiary, or
- a combination of installments and lump sum.

If your vested account balance does not exceed $1,000, your vested account balance will be distributed to your beneficiary in a single lump-sum payment. If your vested account balance is more than $1,000 and not more than $7,000, and after receiving all required notices, your beneficiary does not make an affirmative distribution election, your vested account balance will be automatically rolled over by the Plan to an individual retirement account (IRA) with Vanguard as soon as practicable and will be automatically invested in Vanguard® Federal Money Market Fund, a fund designed to preserve principal and provide a reasonable rate of return consistent with liquidity. The IRA will be assessed fees and expenses comparable to the fees and expenses charged by Vanguard for other IRAs.

Your entire account generally must be paid to your beneficiary within five years after your death. However, if your beneficiary is a person (rather than a trust or your estate), payment must commence no later than the last day of the calendar year in which occurs the first anniversary of your death if payments are to be made over the life expectancy of the beneficiary. If your spouse is the beneficiary, payments may be delayed until the last day of the calendar year in which you would have attained age 73.

What happens if my beneficiary dies before receiving an entire payout of the benefits?

If your beneficiary dies after becoming entitled to receive a benefit as a result of your death, any benefits remaining to be paid to such deceased beneficiary will be paid to a beneficiary designated in a writing filed with Vanguard by such deceased beneficiary before such beneficiary's death. If there is no such designated beneficiary, the remaining benefit will be paid to the deceased beneficiary's surviving spouse if married, or if there is no surviving spouse, the estate of such deceased beneficiary.

ARTICLE X
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

A distribution of benefits from the Plan to you or your beneficiary generally is subject to both Federal and state income tax, but not Social Security tax. Several exceptions and special rules may apply, however, either with regard to the taxability of these amounts or with respect to the rate or method of computing the tax. Here are some of the more important rules and exceptions:

Pre-Age 59½ Distribution Penalty Tax. Subject to certain exceptions, distributions from the Plan made before you attain age 59½ are subject to regular income taxes plus a 10% Federal penalty tax. If all or a portion of a pre-age 59½ distribution consists of Roth contributions made to the Plan or rolled over from another 401(k) plan, only the earnings on such amounts will be subject to regular income taxes, but the entire amount of the distribution will be subject to the 10% penalty tax. The exceptions to the penalty tax (but not to the income tax) include distributions on account of your death, disability or separation from service after age 55.

Roth amounts. Roth contributions, any amount you rolled over to the Plan that consists of Roth contributions from another retirement plan and the associated earnings may be distributed to you tax-free, provided you have attained age 59½ at the time of the distribution and the distribution does not occur earlier than the fifth year after the year in which your Roth contributions first started (under the Plan or, if you rolled over Roth contributions from another retirement plan, under the retirement plan). If these requirements for a tax-free withdrawal or distribution are not met, you will be taxed on the portion of the payment attributable to earnings (but not contributions).

Can I elect a rollover to reduce or defer tax on my distribution?

You may reduce or defer the tax due on your distribution by rolling over your payment.

If the distribution you receive from the Plan qualifies as an "eligible rollover distribution," you may be able to roll over all or part of the distribution to an individual retirement account ("IRA"), 403(b) annuity contract or the retirement plan of a new employer. The amount rolled over will not be subject to income taxes or to the 10% penalty tax. An eligible rollover distribution includes any lump sum payment and installments paid over a period less than 10 years, and does not include a hardship withdrawal, installments paid over a period of 10 years or more or required age 73 payments.

Your surviving spouse also may roll over a death benefit to an IRA, 403(b) annuity contract or the retirement plan of a new employer. However, a death benefit payable to your designated beneficiary may only be rolled over to an IRA that has been established to receive the rollover. The amount rolled over will not be subject to income taxes or the 10% penalty tax as long as it remains in the IRA.

You, your surviving spouse or your designated beneficiary may also be able to roll over all or part of a lump sum payment to a Roth IRA. The amount rolled over will be subject to income taxes at the time of the rollover, but both the amount rolled over and future earnings on that amount will not be subject to income taxes or to the 10% penalty tax if they are distributed from the Roth IRA after you have attained age 59½ and if at least five years have expired since the Roth IRA was established. Otherwise (with limited exceptions), any earnings that are distributed from the Roth IRA will be taxable and potentially subject to an early withdrawal penalty.

You may not roll over Roth contributions, any amount you rolled over to the Plan that consists of Roth contributions from another retirement plan and the associated earnings to a traditional IRA. However, you may roll over these amounts to a Roth IRA or to another qualifying employer plan that will accept such a direct rollover if you wish to continue to have the earnings accrue on a tax-deferred (or tax-free) basis. Moreover, when you roll over your Roth contributions from one retirement plan to another retirement plan, the entire account under the second retirement plan will be treated as if you started making Roth contributions in the earliest year of the two retirement plans when determining whether you have satisfied the five-year requirement to avoid income taxes and potential penalties on a withdrawal or distribution of earnings.

What tax withholding rules apply when I receive a distribution from the Plan?

Most distributions of benefits from the Plan are subject to mandatory tax withholding unless you elect to have a direct rollover of the benefit amount to an IRA, 403(b) annuity contract or the retirement plan of a new employer. Before you receive a distribution, you will be provided with a written notice explaining the rules under which you or your beneficiary may elect to have a payment from the Plan transferred in a direct rollover as well as a description of your right to defer receipt of the distribution and the consequences of deferring or failing to defer receipt of the distribution.

Because of the complexity of the distribution rules, you are encouraged to consult with a professional tax advisor before you receive your distribution from the Plan.

ARTICLE XI
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred by you. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

Are there any exceptions to the general rule?

There are two exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is a judgment, decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your account in the Plan to your spouse, former spouse, child or other dependent. If Vanguard receives a qualified domestic relations order, all or a portion of your benefits may be used to satisfy that obligation. Vanguard will determine the validity of any domestic relations order it receives. You and your beneficiaries can obtain, without charge, a copy of the QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE from Vanguard. You may be assessed a charge for the determination of whether a domestic relations order is "qualified." You will be advised of the amount of any charge for determining the status of a domestic relations order when the order is received.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of

your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" in Article IX for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will be paid to you and your beneficiaries without the necessity for formal claims. However, if you think an error has been made in determining your benefits, you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

1) The specific reason or reasons for the adverse determination.
2) Reference to the specific Plan provisions on which the determination is based.
3) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
4) Appropriate information as to the steps to be taken if you or your beneficiary wants to submit your claim for review.
5) In the case of disability benefits where disability is determined by a physician:
    a. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
    b. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the disposition of the claim within 45 days (not 90

days) after the claim is filed. If the Administrator needs additional time to process the claim, the claimant will be notified in writing before the end of the 45-day period of the special circumstances requiring an extension of time and the date by which a decision can be expected. The initial 45-day period may be extended for two additional periods of 30 days each for circumstances beyond the control of the Plan. The Administrator will inform the claimant of the standards used to determine entitlement to benefits, the unresolved issues preventing a determination and any additional information needed to make a determination. The claimant will have a period of at least 45 days from receipt of such notification to provide any requested information.

If all or part of the claim is denied, the Administrator's written or electronic notification will be provided in a culturally and linguistically appropriate manner that contains the following information:

1) the specific reasons for the denial;
2) reference to the specific Plan provisions on which the denial is based;
3) a description of any additional material or information that the claimant needs to provide to perfect the claim, and an explanation of why the requested material or information is necessary;
4) a description of the Plan's review procedures, including the time limits that apply to these procedures, and a statement that the claimant has the right to bring an action under ERISA Section 502(a) following an adverse benefit determination on review as described below;
5) a discussion of the decision, including: (i) an explanation of the basis for disagreeing with or not following: the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration, if applicable;
6) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
7) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
8) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

1) You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits. However, if your claim is for disability benefits and disability is determined by a physician, then instead of the above, you must file the claim for review no later than 180 days following receipt of notification of an adverse benefit determination.
2) You may submit written comments, documents, records, and other information relating to your claim for benefits.

3) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
4) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
5) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

However, if the claim relates to disability benefits and disability is determined by a physician, then any claimant who receives a notice of an adverse benefit determination will have a period of 180 days (not 60 days) to request a review of the decision. The claimant may submit written comments, documents, records and other information relating to the claim.

A review on appeal will not take into account the initial adverse benefit determination and will be conducted by an individual other than the individual who made the adverse benefit determination or a subordinate of such individual. If the adverse benefit determination was based in whole or in part on a medical judgment, the individual will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and is not the medical professional involved in the adverse benefit determination or a subordinate of such professional. The Administrator will identify the medical or vocational experts consulted in connection with an adverse benefit determination, even if the advice of such experts was not relied upon in making the adverse benefit determination.

Before the Plan can issue an adverse benefit determination on review, the Administrator will:

1) provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination (or at the direction of the Plan, insurer or such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review will be provided to give the claimant a reasonable opportunity to respond prior to that date; and
2) if an adverse benefit determination on review is based on a new or additional rationale, the Administrator will provide the claimant, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination will be provided to give the claimant a reasonable opportunity to respond prior to that date.

A decision on a claimant's appeal of an initial adverse benefit determination shall be made within a reasonable period of time but no later than 45 days (not 60 days) after receipt of the claimant's request for review. However, the initial 45-day period may be extended by a period of up to an additional 45 days if it is determined that such an extension of time is required to process the appeal, provided that written notice of the extension giving the reason for the extension and the expected date by which a decision will be rendered is furnished to the claimant before the end of the initial 45-day period.

In the case of an adverse benefit determination on review, the Administrator's written or electronic notification will be provided in a culturally and linguistically appropriate manner that contains the following additional information:

3) the specific reasons for the denial;
4) reference to the specific Plan provisions on which the denial is based;
5) a description of any additional material or information that the claimant needs to provide to perfect the claim, and an explanation of why the requested material or information is necessary;
6) a description of the Plan's review procedures, including the time limits that apply to these procedures, and a statement that the claimant has the right to bring an action under ERISA Section 502(a) following an adverse benefit determination on review as described below;
7) a discussion of the decision, including: (i) an explanation of the basis for disagreeing with or not following: the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration, if applicable;
8) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
9) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

Notification of an adverse benefit determination, either upon an initial review or upon appeal, shall include a statement that a copy of any internal rule, guideline or protocol used to deny a claim, and an explanation of any scientific or clinical judgment which may have been the basis for the determination, is available free of charge upon request.

All claims and appeals for disability benefits will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision, and decisions with respect to any individual will not be made based upon the likelihood that the individual will support the denial of benefits.

As described below, in certain circumstances you may bring a court action against the Plan to recover benefits due to you. You may only do this if you have first followed the applicable claims procedures described above.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

1) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the DOL and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest

annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

3) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. 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.

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, 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 Administrator to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the DOL, 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact Vanguard. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.

ARTICLE XII
GENERAL INFORMATION ABOUT THE PLAN

You may need to know certain general information about the Plan, which is summarized in this Article.

Plan Name

The full name of the Plan is Intact USA Retirement Savings Plan.

Plan Number

Your Employer has assigned Plan Number 002 to your Plan.

Plan Effective Dates

This Plan is a result of the merger of the OneBeacon 401(k) Savings Plan and the OneBeacon Insurance Company Employee Stock Ownership Plan in 2007. The Plan was most recently amended and restated in its entirety effective January 1, 2016, and may be amended from time to time thereafter.

Other Plan Information

Plan assets are generally valued every business day.

The Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan will be governed by the laws of Minnesota to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

The Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") requires that certain rights and benefits be provided to employees who perform qualified military service. Please contact the Administrator or Vanguard for additional details.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

The Employer's name, address and telephone number are:

Intact Services USA LLC
Attention: Benefits
605 North Highway 169, Suite 800
Plymouth, MN 55441 (952) 852-6748

Participating Employer Information

The Intact Insurance group of companies includes:

Intact Services USA LLC (EIN: 26-3300555)
Atlantic Specialty Insurance Company (EIN: 13-3362309)
A.W.G. Dewar, Inc. (EIN: 04-1245100)

Administrator Information

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Intact Services USA LLC
c/o Benefits Committee
605 North Highway 169, Suite 800
Plymouth, MN 55441
(952) 852-6748

If you have any questions about the Plan or your participation, you should contact Vanguard by calling Vanguard's VOICE Network at 1-800-523-1188. You can speak to a Vanguard associate by calling this number between 8:30 a.m. and 9:00 p.m., Eastern time, Monday–Friday, or you can go online to Vanguard's website at Vanguard.com.

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan. The Trust shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws have been superseded by ERISA.

The name and address of the Plan's Trustee is:

Vanguard Fiduciary Trust Company
P.O. Box 982902
El Paso, TX 79998-2902

Street address:
5951 Luckett Court, Suite A2
El Paso, TX 79932