

**LONG-TERM DISABILITY**

**SUMMARY PLAN DESCRIPTION**

**FOR**

**EMPLOYEES REPRESENTED**

**BY**

**THE UNITED GAS WORKERS' UNION,**

**LOCAL 69,**

**UWUA, AFL-CIO**

## **INTRODUCTION**

The Long-Term Disability (LTD) Plan is designed to provide you with monthly income if you become disabled and are unable to continue working for Dominion Energy Transmission, Inc. and Hope Gas, Inc. d/b/a/ Dominion Energy West Virginia (collectively, the "Company").

You will automatically receive LTD coverage in the amount of 50% of your base pay. You can also elect one of the following options:

- Coverage that will replace up to 60% of your base pay if you become disabled.
- Coverage that will replace up to 65% of your base pay if you become disabled.
- Coverage that will replace up to 70% of your base pay if you become disabled.

The Summary Plan Description for the LTD Plan consists of the following: this document, and the the "Additional Information" Summary Plan Description document,

Benefits described in this document are current as of the date indicated at the bottom of the page. The Company may subsequently provide additional materials that supplement, update or amend the SPDs which will provide you with information regarding changes to your benefits.

Please see the "Additional Information" Summary Plan Description document for details on other rights pertaining to your participation in the Company's Benefit Plans.

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# LONG-TERM DISABILITY

## HIGHLIGHTS OF THE PLAN

Some serious illnesses or injuries prevent you from working for a long time. Long-Term Disability (LTD) coverage is designed to provide monthly income for you in case of a lengthy disability. LTD benefits begin after you have been continuously disabled for at least 180 days. Generally, benefits continue to age 65 unless you recover.

You automatically receive LTD coverage in the amount of 50% of base pay at no cost to you. You also have the option to purchase additional LTD coverage so that your total benefit is equal to 60%, 65% or 70% of base pay. There are no restrictions for employees who are newly eligible for benefits. In the future, any increase in coverage will require Evidence of Good Health (previously called "Evidence of Insurability").

Employees who qualify for LTD benefits will be able to participate in Medical Plan C and receive Company paid Employee Life Insurance.

The table below highlights the key features of the Long-Term Disability (LTD) Plan.

Coverage Level	Benefit Level (% of base pay)
50% LTD Option (paid for by the Company)	50% (taxable)
60% LTD Option (pre-tax)	60% (taxable)
65% LTD Option (after-tax)	65% (non-taxable)
70% LTD Option (pre-tax)	70% (taxable)

The maximum annual salary considered for LTD is \$500,000.

## DEFINITION AND PROOF OF DISABILITY

The following table defines Long-Term Disability under the Plan.

LONG-TERM DISABILITY	
First 12 Months*	After 12 Months
You are <b>disabled</b> from performing your <b>job at the Company</b> .	You are <b>disabled</b> from engaging in any gainful employment for which you are reasonably qualified by education, training, or experience.
*Note: Includes the 180-day waiting period.	

You are considered **disabled** if Unum determines that:

- You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and
- You are under the regular care of a physician.

You must at the request of Unum, provide proof of your continued disability when and as often as reasonable. If you fail to submit proof when requested, benefits may be denied.

Unum, at its own expense, also is entitled to designate a physician to examine you as often as reasonably required while LTD benefits are claimed.

## ELIGIBILITY

Regular full-time employees who are represented by The United Gas Workers' Union

Local 69, UWUA, AFL-CIO receive LTD coverage. The Plan provides coverage for you both on and off-the-job and for disabilities caused by illness and injury.

### ENROLLMENT

#### Pre-Tax Coverage

If you are eligible, you will automatically be enrolled in LTD coverage in the amount of 50% of your base pay. You also may purchase additional LTD coverage equal to 60% or 70% of your base pay.

If you enroll for coverage at the 60% or 70% level, you will pay the cost of the additional coverage.

If your LTD coverage is 50%, 60% or 70% of your base pay, the coverage is paid for on a pre-tax basis. Should you become disabled, any LTD benefits received from the **Plan** will be considered taxable income.

#### After-Tax Coverage

You also have the option of enrolling in LTD coverage in the amount of 65% of your base pay. If you enroll for this coverage, you will pay the entire cost of the coverage on an after-tax basis. That means that if you have this type of coverage and become disabled, any LTD benefits received from the **Plan** will generally not be subject to federal, state, or local income taxes.

You may purchase additional LTD coverage electronically through Your Benefits Resources (YBR). You can access YBR:

- Directly from DomNet once you've logged on to your computer at work.
  - From the DomNet homepage, select the "Your Benefits Resources" link in the "Key Company Links" section to link directly to your YBR account via single sign-on. First time users will need to create a user ID and password.
- Via the Internet at <http://digital.alight.com/dominionenergy>
  - You'll need to enter your YBR user ID and password each time you access your account. The first time you go to YBR, click on Register as a New User and identify yourself by entering the last four digits of your Social Security number and your date of birth. You'll then be prompted to create a user ID and password

Your first day of work with the Company is your employment date. You can elect any level of LTD coverage at that time.

- Coverage will start on your employment date.
- If you do not elect coverage within the first 31 days following your employment date, you will have 50% LTD coverage, and you cannot increase your LTD coverage until the next annual Open Enrollment period.

You have thirty-one (31) days to elect any level of LTD coverage without having to provide **Evidence of Good Health** before coverage can be increased. If you do not elect coverage within the first thirty-one (31) days following your employment date, you will automatically have 50% LTD coverage. Your next opportunity to change your level of LTD coverage will be the next annual Open Enrollment. An **Evidence of Good Health** form must be approved by Unum before coverage can be increased.

### **CHANGING YOUR COVERAGE**

You may change your LTD coverage once each year during Annual Open Enrollment.

Annual Open Enrollment takes place in the fall of each year. It is the time when you can change LTD elections. All elections to increase coverage require an approved Evidence of Good Health form. Changes you make will be effective the following January 1, contingent on approval of your Evidence of Good Health. If your Evidence of Good Health is not approved, your LTD coverage will remain at the current level.

If you are not in an active pay status and actively at work (or otherwise physically capable of being actively at work) on the January 1 following an election to increase or decrease your Long-Term Disability coverage, your new level of coverage will not become effective until you return to work.

#### **What Happens When Your Pay or Job Status Changes**

When your pay changes, changes in your benefits that are pay-based will be made automatically. Any related pay-based contributions also will be adjusted automatically. If you are not in an active pay status and actively at work (or otherwise physically capable of being actively at work) on the day your base pay changes, the resulting change in the amount of your Long-Term Disability coverage will not become effective until you return to active work.

If you change from union to non-union job status, you will be given a new election opportunity.

### **LTD BENEFITS**

LTD benefits are determined by your monthly base pay as of your last day worked and by the amount of LTD coverage you have elected. Base pay means your pay excluding overtime, bonuses, supplements and other special payments.

Any LTD benefits you are entitled to receive from this Plan will be reduced by income you receive from the following sources:

- Workers' Compensation, Occupational Disease, or similar laws, and the cost of living adjustments applied to this income.
- Social Security (both primary and family) Disability Benefits, including Social Security cost of living adjustments.
- Disability compensation payable through the U.S. Department of Veterans Affairs.
- Retirement benefits from the Company Pension Plan.
- Other Company-sponsored sources (other than salaries, wages, bonuses and similar compensation for services).
- Rehabilitation Programs.

Your actual benefit payment from the LTD Plan may be less than 50%, 60%, 65% or 70% of your monthly base pay.

If you receive other disability payments retroactively (for example, if a Workers' Compensation or Social Security claim was initially denied and later approved), you must repay to Unum any excess payments received from this Plan.

## LONG-TERM DISABILITY

Benefits provided by a private disability insurance policy are not used to reduce LTD benefits.

Unum has the right to recover any overpayments due to:

- Fraud;
- Any error Unum makes in processing a claim; or
- Your receipt of deductible sources of income.

You must reimburse Unum in full. A method will be determined by which the repayment is to be made. Unum will not recover more money than the amount paid to you.

### Example 1

Suppose that Steve has an annual base pay of \$36,000 (\$3,000 a month), has elected 70% coverage and becomes disabled under the terms of the Plan. When Steve begins receiving his LTD benefit, it will be determined by the formula that includes Steve's monthly base pay (\$3,000) and the 70% coverage he elected.

The formula below shows how Steve's monthly LTD benefit would be determined:

\$3,000	Steve's monthly base pay
<u>x .70</u>	
\$2,100	Monthly LTD benefit

Steve will receive \$2,100 monthly as his benefit from the Company's LTD Plan. This amount will be reduced if Steve receives income payments from other sources. The monthly LTD benefit is subject to the applicable taxes.

### Example 2

Let's say that Karen has elected LTD coverage of 50% and has an annual base pay of \$30,000, or \$2,500 a month, at the time of her disability. Her monthly LTD benefit under the Plan would be determined as follows:

\$2,500	Karen's monthly base pay
<u>x .50</u>	
\$1,250	Monthly LTD benefit

However, Karen also qualifies for a monthly Social Security Disability benefit of \$500. Under the terms of the Plan, her LTD benefit through the Company would be reduced as follows:

\$1,250	Monthly LTD benefit
<u>- 500</u>	Monthly Social Security Disability benefit
\$ 750	Adjusted monthly LTD benefit

Karen will still receive a total monthly disability benefit of \$1,250. But she will receive \$750 from the Company's LTD Plan and \$500 from Social Security. The adjusted monthly LTD benefit is subject to the applicable taxes.

## FILING FOR BENEFITS

You are responsible for filing for LTD benefits; they will not be paid to you automatically. To have your benefits start as soon as possible, you should file a claim within 180 days after your last day of work. All claims **must** be filed within 90 days after your 180-day waiting period (i.e., within 270 days after your last day of work). Your claim will be denied if it is filed after this deadline.

- Benefits can begin after 180 days of disability, provided you meet all Plan requirements for benefits, and you have exhausted all sick leave and vacation pay.
- LTD benefits will not begin until your claim is received and approved.

If you become disabled, you should contact the Dominion Energy HelpLine, toll-free, at 1-877-947-4636 as soon as possible. They can provide you with the forms and information you need to file for LTD benefits. The form is also located on the Company's On-Line Forms (Form #721630). Remember that a doctor must certify that you are disabled, and the doctor's certification must be obtained no later than 90 days after the end of your 180-day waiting period.

You should apply for Social Security Disability if your disability is expected to continue for at least five months. Your LTD benefit will be reduced by the expected level of disability benefits from Social Security unless you provide Unum with proof that your application for Social Security Disability has been denied.

If approved, Social Security Disability benefits can begin five months after your last day worked.

Unum provides you with access to Social Security advocacy services at no cost to you for the purpose of helping you apply for Social Security disability benefits. You will receive information from Unum about this service when you apply for LTD benefits. If you choose not to use the free legal services available through Unum, you will be responsible for any legal fees and other expenses you incur in applying for Social Security.

## WHEN BENEFIT PAYMENTS BEGIN

LTD benefit payments will not begin until after the required paperwork has been received and your disability benefit payments have been approved by Unum. Benefit payments will then begin exactly 180 days after your last working day. (A partial payment will be made the first month if payments start after the first day of that month.) Payments will be delayed if you have not exhausted your accumulated sick leave and vacation pay by the time the 180-day period has elapsed.

Employees may return to work - for up to 30 days - and not have to restart their 180-day waiting period, provided the initial period of disability and subsequent periods of disability are due to the same illness/injury. The employee's 180-day waiting period will be extended by the number of days the employee returns to work.

Your employment with the Company terminates on the date you are placed on LTD. Once you are placed on LTD, you have no reemployment rights.

## WHEN BENEFIT PAYMENTS END

LTD benefit payments end if any of the following occur:



## LONG-TERM DISABILITY

- You turn age 65 (if the disability commences before age 60).
- You recover from the disability.
- You die.
- You are no longer under a licensed doctor's care.
- You fail to furnish proof of your disability when requested by the insurance carrier.
- You are engaged in gainful employment other than rehabilitative employment.
- You have been engaged in rehabilitative employment for 24 months.
- The LTD Plan is terminated.

If you are actively employed and become disabled after you reach age 60, payments to you will continue for a period of time based on your age when you were placed on disability status.

Age At Disability	Benefits Continue
Under 60	To age 65.
60 to 69	To age 70 or for 60 months, whichever is shorter (with a 12-month minimum).
70 to 74	For 12 months.
Over 74	For six months.

### LTD AND REHABILITATIVE INCOME

With prior approval from Unum, you may work in a rehabilitation program for up to two years and continue to receive disability payments from the Plan. Disability payments from this Plan will be reduced, however, by 60% of the amount of any rehabilitative income.

Your disability payments from this Plan will be further reduced if your disability income from all sources, including 100% of your rehabilitative income, is more than 90% of your monthly base pay before you became disabled.

### OTHER BENEFITS

If you are awarded LTD, you are eligible to continue the applicable medical and life insurance at no cost to you. Medical and Employee Life Insurance coverage can be continued as long as you qualify for disability payments under the LTD Plan. Please refer to the "Medical" and "Life Insurance" SPDs for additional details.

LTD participants will continue to accrue credited service in the Pension Plan (up to the 30-year maximum) during the period of a long-term disability up to age 65.

### RETURNING TO WORK

If you recover from a disability for which you have been receiving payments from the LTD Plan, are reemployed by the Company, and then suffer another disability, you must normally repeat the process for qualifying for disability payments just as if it were a new disability. However, if you return to work and suffer a disability within three months, you may begin receiving benefits without satisfying another 180-day waiting period, provided you submit your claim and proof of disability and meet all other Plan requirements for benefits.

### WHAT THE PLAN DOES NOT COVER

## **LONG-TERM DISABILITY**

The following lists some of the circumstances under which LTD benefits will not be paid. This, however, is not an all-inclusive list.

- You become entitled to absent-time pay or salary continuation that equals or exceeds the benefits paid from this Plan.
- You receive or are entitled to benefits from other sources that equal or exceed your LTD benefits, except as otherwise noted in this document.
- Your disability results directly or indirectly from an intentionally self-inflicted injury.
- Your disability results from insurrection, war, or any act of war, except when the disability results directly from the active performance of duty in the U.S. armed forces.
- Your disability results from active participation in a riot.
- Your disability results from commission of a crime for which you have been convicted.
- You fail to meet the definition of “disabled.”
- You fail to provide proof of the disability.
- You are incarcerated.

Additionally, legal fees or other expenses you may incur as part of the Social Security disability application process are not eligible for reimbursement by the Company.

### **LEAVE OF ABSENCE**

If you are granted an authorized leave of absence of 12 weeks or less, you will be able to continue your coverage under this Plan by continuing to pay the employee contribution. You should contact the Dominion Energy HelpLine at 1-877-947-4636 if you are granted a leave of absence.

If you are granted a leave of absence of more than 12 weeks, coverage will end on the last day of the month in which the 12 weeks of leave ends. No conversion rights are available for Long Term Disability.

If you are granted an approved leave of absence through the Family and Medical Leave Act (FMLA), or are on military leave, please refer to the “Additional Information” SPD.

### **WHEN COVERAGE ENDS**

Your LTD coverage ends when your employment with the Company ends. This includes your retirement from the Company.

However, LTD coverage will be continued if you are:

- Laid off, or
- Granted a leave of absence (Furloughed Status), provided such layoff or leave *does not exceed* 14 days. If the leave of absence or layoff is expected to last more than 14 days, coverage will stop on the date you stopped working.

### **YOUR CONTACT AT DOMINION ENERGY**

If you have questions or concerns about how Unum is handling or processing your claim, you should make every effort to work with Unum to resolve them. Unum is dedicated to providing excellent service and will be in the best position to respond to your questions or

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concerns. If you find, however, that after you have made such efforts to work with Unum, you still have such questions or concerns, you can contact Dominion Energy's Benefits Manager at this address:

Dominion Energy Services, Inc.  
Benefits Manager  
5000 Dominion Blvd  
Floor 1-NE  
Glen Allen, Virginia 23060

In some instances, the Benefits Manager may be able to answer your questions directly by explaining Unum's processes. In other instances, the Benefits Manager may contact Unum to obtain more details about how your claim is being processed or handled. The Benefits Manager may also be able to help in other ways, such as by facilitating the exchange of information among you, your physician, and Unum. The Benefits Manager also monitors Unum's performance in deciding claims, including its application of appropriate processes. The Benefits Manager does not, however, review or consider whether to overrule any determinations by Unum. Unum, as the claims administrator of the Dominion Energy Long Term Disability Plan, makes and reviews all determinations as to whether benefits are payable under the Plan.

### **CLAIMS PROCEDURES**

Unum will give notice of the decision no later than 45 days after a claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice within which to provide the specified information. If you deliver the requested information within the time specified, any 30-day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

State the specific reason(s) for the determination;

Reference specific Plan provisions(s) on which the determination is based;

Describe additional material or information necessary to complete the claim and why such information is necessary;

Describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and  
Disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

### **Appeal Procedures**

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45-day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice to provide the specified information. If you deliver the requested information within the time specified, the 45-day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U. S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:  
The specific reason(s) for the determination;  
A reference to the specific Plan provisions(s) on which the determination is based;  
A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);  
A statement describing your right to bring a civil suit under federal law; and  
The statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

**CHANGING OR TERMINATING THE PLAN**

**Please see the “Changing or Terminating the Plans” section of the “Additional Information” SPD for information on the Company’s ability to change or terminate the LTD Plan**

**OTHER RIGHTS**

Dominion Energy Services, Inc., for itself as Plan Administrator and on behalf of the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party, to the extent permitted under applicable federal or state laws and regulations. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you, but the recovery will not exceed the benefits paid to you under the Plan. The Plan Administrator and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

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