# DOMINION ENERGY WEST VIRGINIA UNION PENSION PLAN

**SUMMARY PLAN DESCRIPTION** 

**FOR** 

**EMPLOYEES REPRESENTED** 

BY

THE UNITED GAS WORKERS' UNION, LOCAL 69, UWUA, AFL-CIO

### Introduction

This document along with the Dominion Energy West Virginia Union Pension Plan Former Gas Plan Participant Supplement Summary Plan Description dated January 2021 and the Additional Information Summary Plan Description dated January 2021 collectively serve as the Summary Plan Description or SPD for the Pension Plan. It is important for you to read all portions of the SPD to be fully informed of your benefits. To the extent any information contained in the SPD or any information you receive orally is inconsistent with the official Plan documents, the provisions set forth in the Plan document will govern.

The Dominion Energy West Virginia Union Pension Plan (the "Pension Plan") provides retirement benefits to eligible West Virginia Union employees. This document refers specifically to Union Eligible Employees of Hope Gas, Inc., d/b/a Dominion Energy West Virginia. A **union eligible employee** is an employee of the Company in a job classification represented for collective bargaining purposes by the United Gas Workers' Union, Local 69, Utility Workers Union of America, AFL-CIO referred to in this document as the "union." When you see the term "Company," it refers to Hope Gas, Inc. d/b/a Dominion Energy West Virginia. If you are an employee or former employee of Dominion Energy Transmission, Inc. who formerly participated in the Pension Plan, your benefits have been transferred to the Dominion Energy Pension Plan effective December 31, 2020. Please consult the separate SPD for Transmission Participants under the Dominion Energy Pension Plan for a summary of your benefits.

The Pension Plan is designed to provide you or your beneficiary with monthly benefit payments at retirement. The Dominion Energy West Virginia Union Pension Plan is funded entirely by the Company; you do not contribute to the Pension Plan.

Benefits from the Pension Plan can be added to Social Security, benefits from the Savings Plan and your personal savings to help provide financial security in retirement.

This document will help you understand how your retirement benefits are determined and when they can be received. If there is a conflict between this document and the plan document, the plan document will govern.

The Pension Plan is subject to the continuing approval of the Internal Revenue Service (IRS). If the IRS requires a change to the Pension Plan that would necessitate a change to this document, you will be notified.

This document describes the Dominion Energy West Virginia Union Pension Plan effective January 2021. The benefit determined under the current plan provisions is referred to as your Part B benefit. *This document describes Part B.* 

If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, you should review the West Virginia Union Retirement Plan Supplement that describes any benefits applicable to you under the former pension plan provisions. The benefit determined under former plan provisions is referred to as your Part A benefit. The Retirement Plan Supplement describes Part A. This document plus the Retirement Plan Supplement describe your benefits under the Pension Plan.

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The Company has made every effort to describe the benefits in the Summary Plan Description as accurately as possible as of the date indicated at the bottom of the page. The Company may subsequently provide additional materials that supplement, update or amend the SPD, which will provide you with information regarding changes to your benefits.

Please refer to the Additional Information Summary Plan Description for other important details about the Pension Plan including: plan sponsor, administrator, and trustee data; when the plan can be terminated; the role of the Pension Benefit Guaranty Corporation and your rights as a plan member under federal law.

# **PENSION**

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# **Highlights of the Pension Plan**

Major Pension Plan Provisions		
Eligibility	Full-time and part-time employees scheduled to work or those who actually work at least 1,000 hours in a 12-month period are eligible for the Pension Plan. Participation begins on your date of hire or your 18 <sup>th</sup> birthday, whichever is later.	
Traditional Pension Formula (employees hired on or before March 23, 2017)*	Your benefit is calculated using a formula based on your age at retirement, final average earnings, estimated Social Security benefit and credited service.	
Special Retirement Account (employees hired on or before March 23, 2017)*	Your Special Retirement Account is automatically credited with 2% of your eligible compensation each month. Your account is credited with interest based on IRS interest rate requirements (currently the applicable 30-year U.S. Treasury bond rate provided however the determination of the interest rate may change). The Special Retirement Account is paid in addition to the Traditional Pension benefit calculated under the benefit formula.	
Cash Balance Pension Formula (employees hired after March 23, 2017)**	Your benefit is based solely on amounts credited to a Cash Balance Account on your behalf. Your Cash Balance Account is credited with a percentage of your pay each month, depending on your years of credited service.	
Normal Retirement	You may retire and receive a normal retirement benefit the first day of the month on or after your 65th birthday.	
Early Retirement – Traditional Pension	Under the Traditional Pension formula, you may retire and receive an early retirement benefit before you reach age 65. You are eligible for early retirement on the first day of the month on or after your 55 <sup>th</sup> birthday with three years of vesting service.	
Terminated Vested Benefit – Cash Balance Pension	Under the Cash Balance Pension formula, you may begin immediate distribution of your benefit following termination, provided you have three years of vesting service, even if you have not yet reached your Normal Retirement Date.	
Vesting	You become fully vested when you complete three years of vesting service (including vesting service prior to January 1, 2003) or reach age 65. Vesting credit begins when you are eligible for the Pension Plan.	

<sup>\*</sup>Also includes such employees rehired after March 23, 2017 or later before a five-year break in service.

# **Eligibility**

If you are a regular full-time or part-time union eligible employee of the Company scheduled to work or you actually work at least 1,000 hours in a 12-month period, you are eligible to {\$0575540.1}

Effective January 2021

Your Employee Benefits

<sup>\*\*</sup>Also includes employees rehired after March 23, 2017 or later after a five-year break in service.

become a Pension Plan member. A **union eligible employee** is an employee of the Company in a job classification represented for collective bargaining purposes by the United Gas Workers' Union, Local 69, UWUA, AFL-CIO, referred to in this document as the "union."

However, you are *not* eligible to become a Pension Plan member if you are a part-time employee who works fewer than 1,000 hours per calendar year or if you are:

- An independent contractor
- A contractor hired through an agency
- A "leased" employee
- A member of a collective bargaining unit that has not accepted the terms of the Pension Plan
- A non-resident alien

# Membership

Your participation in the Pension Plan automatically begins on your date of hire as a union eligible employee or your 18<sup>th</sup> birthday, whichever is later. You do not need to enroll to participate in the Pension Plan.

# When You Can Retire (Traditional Pension Formula)

You may choose to begin receiving retirement benefits when you terminate employment after you become eligible for retirement or you may continue working after you are eligible for retirement and continue accruing additional benefits.

The following types of retirement are available to you under the Pension Plan if you terminate your active employment after reaching the earliest retirement age.

Type of Retirement	Conditions/Requirement
Normal Retirement	The first day of the month on or after your 65 <sup>th</sup> birthday.
Reduced Early Retirement	The first day of the month on or after your 55 <sup>th</sup> birthday with three years of vesting service.
Unreduced Early Retirement	The first day of the month on or after your 60 <sup>th</sup> birthday with three years of vesting service.*
Delayed Retirement	The first day of any month after you become eligible for normal retirement.

\*If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, a different rule applies to your Part A benefit. The rule for unreduced early retirement as described above applies to your Part B benefit only. You should review the Retirement Plan Supplement that describes your Part A benefit.

# **Calculating Your Benefit**

**Employees Hired On Or Before March 23, 2017 (Traditional Pension Formula)** 

If you were hired by Dominion on or before March 23, 2017, your Pension Program benefit is calculated using a formula based on your:

Age at retirement

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Your Employee Benefits

- Final average earnings
- Estimated Social Security benefit
- Credited service.

This benefit formula will be referred to throughout this SPD as the "Traditional Pension" formula.

Traditional Pension members are also entitled to receive your Special Retirement Account as an annuity or a lump sum.

If you were hired prior to January 1, 2003 and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, your Part A benefit is determined under your former plan formula. You should review the Retirement Plan Supplement that describes how your Part A benefit is calculated for service prior to January 1, 2003.

Employees Rehired After 3-23-2017. The Traditional Pension formula also applies to employees who were originally hired before March 23, 2017 and were later rehired on and after March 23, 2017, if: (1) the employee did not have a five-year break-in-service prior to being rehired on and after March 23, 2017 and (2) the employee terminated employment prior to March 23, 2017 with a vested Pension Plan benefit.

### **Employees Hired after March 23, 2017 (Cash Balance Formula)**

If you were hired by Dominion after March 23, 2017, your benefit is determined under a "Cash Balance" formula. Your Cash Balance benefit is determined based on the amount of employer credits to an account established on your behalf under the Pension Plan.

Employees Rehired After 3-23-2017. The Cash Balance formula also applies to employees who were originally hired on or before March 23, 2017 and were later rehired after March 23, 2017, if: (1) the employee had a five-year break-in-service prior to being rehired after March 23, 2017 or (2) the employee terminated employment prior to March 23, 2017 without a vested Pension Plan benefit. For these rehired employees, Years of Credited Service will not include periods of time before March 23, 2017.

### Pay

**Pay** for years on or after January 1, 2003, in the Pension Plan means the actual base pay you receive including merit lump sum payments and any pre-tax contributions you make for benefits. Compensation such as bonuses, overtime and severance pay are not included in your base pay.

If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, the pay definition above describes pay for years on or after January 1, 2003. You should review the Retirement Plan Supplement that describes the definition of pay for years prior to January 1, 2003.

The Internal Revenue Code limits the amount of money that may be considered as pay. If these limits affect you, you will be notified by the Plan Administrator.

# Final Average Earnings

**Final average earnings** under the Traditional Pension formula are calculated using the average of your 60 highest consecutive months of pay during the last 120 months you work prior to retirement. For the purposes of calculating final average earnings, if a portion of your 60 highest consecutive months of pay took place prior to January 1, 2003, the definition of pay applied to that portion is that in effect prior to January 1, 2003 (see the West Virginia Union Pension Plan Supplement for more details).

### **Credited Service**

Your **credited service** is measured in months. While you are a member of the Pension Plan, you will receive credit for service for each month (measured from your date of plan membership) in which you work at least one hour. For example, if your membership begins on May 14, 2013, and you terminate your employment on May 15, 2014, you will receive 13 months of credited service. If your membership begins on May 14, 2013, and you terminate your employment on May 14, 2014, you will receive 12 months of credited service.

You can earn a maximum of 30 years of credited service under the Traditional Pension formula. (If you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO prior to January 1, 2003, you may be able to earn additional credited service through December 31, 2007. See the Retirement Plan Supplement for details.)

# **Estimated Social Security Benefit**

The Traditional Pension formula takes an **estimated Social Security benefit** into account, as determined by the Plan Administrator. (During your working years, the Company pays 50% of the tax used to provide your Social Security benefits.) This estimate is based on your Social Security benefit payable starting at age 65 or your actual retirement date, if you retire after age 65. The amount of the estimated Social Security retirement benefit is based on the Social Security Act in effect at the time of your benefit determination and payable beginning at your normal retirement date. The estimate assumes you do not have any pay after your date of termination and that your pay before you terminated increased each year based on actual changes in the average wage as determined by the Social Security Administration.

The Social Security benefit under the Pension Plan is an *estimate* developed to calculate your Pension Plan benefit. It is *not* your actual Social Security benefit.

### **Normal Retirement Benefit**

### Normal Retirement Date

Under the Pension Plan, your **normal retirement date** is the first day of the month on or after your 65<sup>th</sup> birthday.

### Normal Retirement Benefit - Traditional Pension

The Traditional Pension benefit is calculated using a formula based on your final average earnings, estimated Social Security benefit and credited service. The Traditional Pension benefit formula is:

Normal Retirement Benefit Formula for Credited Service On or After January 1, 2003*				
1.8%	Х	Final Average Earnings	Χ	Credited Service (up to 30 years)**
Minus				
1.5%	Х	Estimated Social Security Benefit	X	Credited Service (up to 30 years)**
Equals				
Your Pension Plan Benefit				

\*If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, the formula above describes your Part B benefit. You should review the Retirement Plan Supplement that describes your Part A benefit.

# Special Retirement Account

If you are a member under the Traditional Pension formula, the Pension Plan offers a feature called a **Special Retirement Account** in addition to your Traditional Pension benefit. Your Special Retirement Account will be automatically credited with 2% of your pay each month. You will continue to receive monthly credits to your account until your termination of employment with the Company, even if you have reached the maximum number of years of credited service permitted under the Traditional Pension formula.

Your account will grow with interest using an annual interest rate established in accordance with IRS guidelines (currently the applicable 30-year U.S. Treasury bond rate provided however the determination of the interest rate may change). Like a money market fund, your principal and accumulated interest will not decrease over time. Interest credits will end when your Special Retirement Account is paid to you as a lump sum, you begin receiving annuity payments or you leave the Company before you are vested in your account.

If you choose to take your Special Retirement Account as an annuity, your Pension Plan benefit is supplemented by your Special Retirement Account annuity as of your normal retirement date.

Normal Retirement Benefit		
Traditional Pension Benefit		
Plus		
Special Retirement Account Annuity as of Normal Retirement Date		
Equals		
Your Normal Retirement Benefit		

<sup>\*\*</sup>Any credited service used to calculate a benefit under former plan provisions will count for purposes of determining maximum credited service earned in the Pension Plan. See the Retirement Plan Supplement for details.

If you earned credited service before January 1, 2003, you should review the Retirement Plan Supplement that describes any benefits applicable to you under the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO provisions.

### **Normal Retirement Example**

The following example shows how a monthly normal retirement benefit would be calculated for a 65-year-old employee.

Final Average Earnings = \$4,000 (\$48,000 annually)

Years of Credited Service = 20 years earned after January 1, 2003\*

Estimated Social Security Benefit = \$1,500

Special Retirement Account Annuity as of Normal Retirement Date = \$300

### **Benefit Calculation**

- 1.  $1.8\% \times \$4,000 \times 20 = \$1,440$
- 2. 1.5% X \$1,500 X 20 = \$450
- 3. \$1,440 \$450 = \$990
- 4. Special Retirement Account Annuity = \$300
- 5. \$990 + \$300 = \$1,290 per month

Your monthly benefit represents Line 3 + Line 4.

\*This example reflects credited service earned under the current plan formula. If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, you should review the Retirement Plan Supplement that describes your Part A benefit.

### Normal Retirement Benefit - Cash Balance Pension

Your Cash Balance Pension benefit is based solely on the amount credited to your Cash Balance Account when you reach your normal retirement date. Dominion will credit your Cash Balance Account each month until you leave Dominion in accordance with the following schedule:

Years of Credited Service	Cash Balance Account Credit
Fewer than 5	4% of pay
At least 5 but fewer than 15	5% of pay
At least 15 but fewer than 25	6% of pay
25 or more	7% of pay

Your Cash Balance Account will also be credited with interest using an annual interest rate established in accordance with IRS guidelines. Your principal and accumulated interest will not decrease over time. Interest credits will end when your Cash Balance Account is paid to you as a lump sum, you begin receiving annuity payments or you leave Dominion before you are vested in your account.

# Early Retirement Benefit – Traditional Pension Early Retirement Date

If you are a member under the Traditional Pension formula, you become eligible for early retirement benefits when you reach age 55 with three years of vesting service. You can retire on the first day of any month on or after your 55<sup>th</sup> birthday. If you retire before you reach age 65, the date you retire will be known as your **early retirement date**.

# Early Retirement Benefit

The amount of your early retirement benefit is available to you, without reduction, if you retire early—on or after your 60<sup>th</sup> birthday. If you retire on or after your 55<sup>th</sup> birthday and before your 60<sup>th</sup> birthday, your Pension Plan benefit will be reduced by:

- 0.25% per month (3% per year) for each month that you receive payments on or after your 58<sup>th</sup> birthday and before your 60<sup>th</sup> birthday and
- 0.50% per month (6% per year) for each month that you receive payments on or after your 55th birthday and before your 58th birthday.

For example, let's assume you retire at age 56 and six months. Your early retirement benefit would be reduced by 15%. The reduction is determined by:

- 0.25% per month for 24 months (between ages 58 and 60) = 6%
- 0.50% per month for 18 months (between age 56 and six months and age 58) = 9%

Your total early retirement reduction is 15% (6% plus 9%).

The following table is a partial list of benefit reductions that apply if you retire at various ages. The reductions vary based on your exact age in completed years and months at retirement.

Early Retirement Reduction Table			
Retirement Age Benefit Reduction			
60 or older	None		
59	3%		
58	6%		
57	12%		
56	18%		
55	24%		

If you choose to take your Special Retirement Account as an annuity, your Traditional Pension benefit is supplemented by your Special Retirement Account annuity as of your early retirement date.

### **Early Retirement Example**

The following example shows how a monthly early retirement benefit would be calculated for a 55-year-old employee.

Final Average Earnings = \$4,000 (\$48,000 annually)

Years of Credited Service = 20 years earned after January 1, 2003\*

Estimated Social Security Benefit = \$1,425

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Effective January 2021

Your Employee Benefits

Early Retirement Reduction = 24%

Special Retirement Account Annuity as of Early Retirement Date = \$250

### **Benefit Calculation**

- 1. 1.8% X \$4,000 X 20 = \$1,440
- 2. 1.5% X \$1,425 X 20 = \$427.50
- 3. Unreduced Benefit: \$1,440 \$427.50 = \$1,012.50
- 4. Reduction: \$1,012.50 X 24% = \$243
- 5. Reduced Pension Benefit: \$1,012.50 \$243 = \$769.50
- Special Retirement Account Annuity = \$250
- 7. Early Retirement Benefit: \$769.50 + \$250 = \$1,019.50 per month

Your monthly benefit represents Line 5 + Line 6.

\*This example reflects credited service earned under the current plan formula. If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, you should review the Retirement Plan Supplement that describes your Part A benefit.

### Terminated Vested Benefit – Cash Balance Pension

Under the Cash Balance Pension formula, you may begin immediate distribution of your benefit at any age following termination, provided you have three years of vesting service, even if you have not yet reached your Normal Retirement Date.

# **Delayed Retirement Benefit**

### **Delayed Retirement Date**

If you decide to continue to work past age 65 and retire on the first day of any month after you reach age 65, the day you retire will be known as your **delayed retirement date**.

### Delayed Retirement Benefit - Traditional Pension

Your Pension Plan benefit is calculated using the same formula as for normal retirement and is calculated as of your delayed retirement date.

If you are a member under the Traditional Pension formula, you will continue to earn credited service toward your Traditional Pension benefit up to a maximum of 30 years. (If you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO prior to January 1, 2003, you may be able to earn additional credited service through December 31, 2007. See the Pension Plan Supplement for details.) You will also continue to accrue earnings just as you did before your normal retirement date.

You will continue to receive credits to your Special Retirement Account through your delayed retirement date as long as you remain an eligible employee. Your Special Retirement Account credits will not stop after 30 years of service. Your Traditional Pension

benefit will also be supplemented by your Special Retirement Account if you choose to take an annuity, determined as of your delayed retirement date.

### Delayed Retirement Benefit - Cash Balance Pension

If you are a member under the Cash Balance formula, your delayed retirement benefit will be based solely on the amount credited to your Cash Balance Account at your delayed retirement date. You will continue to receive credits to your Cash Balance Account through your delayed retirement date as long as you remain an eligible employee. Your Cash Balance credits will not stop after 30 years of service.

### **Disability**

If you are a member under the Traditional Pension formula, you become disabled while working for the Company, have five years of vesting service at the date of your disability, and qualify for Company long term disability (LTD) benefits, you will continue to accrue credited service (up to the maximum) during the period of your disability until age 65 or, if earlier, until you begin receiving your Traditional Pension benefit. If Company LTD benefits stop before you reach age 65, you will no longer earn credited service in the pension plan unless you come back to work for the Company and meet the eligibility requirements for the pension plan. When you receive a retirement benefit, the benefit will be based on your final average earnings and estimated Social Security benefit at the time of your disability.

Your Special Retirement Account will not accrue the 2% of pay credit during the period of disability. At the date you begin receiving LTD benefits, your Special Retirement Account balance will be available as either an immediate lump sum, immediate annuity or as a deferred annuity. If you elect to receive a deferred annuity, it must begin when you start to receive your regular pension benefit and will be paid in the same way as your regular pension benefit. Your Special Retirement Account will continue to earn interest until you begin receiving your benefit. (See the *Special Retirement Account* section for more information.)

If you are a member under the Cash Balance formula, your Cash Balance Account will not accrue pay credits during the period of disability. At the date you begin receiving LTD benefits, your Cash Balance Account will be available as an immediate lump sum, an immediate annuity or a deferred annuity. You will continue to earn interest on your Cash Balance Account until you begin receiving your Cash Balance benefit.

### Leaving the Company Before Becoming Eligible to Retire

You may receive a benefit from the Pension Plan if you are vested when you terminate employment before you are eligible to retire. **Vesting** refers to your nonforfeitable right to a benefit: the benefit is yours and cannot be taken away.

You are vested in a benefit from the Pension Plan after you complete three years of vesting service with the Company. If you terminate employment after you are vested, you are considered to be a terminated vested employee and are eligible to receive a benefit when you reach retirement age. You will receive information concerning the terminated vested benefit approximately 60-90 days following your termination. If you terminate employment before you are vested, you will not receive any benefits from the Pension Plan and you will forfeit any amounts credited to your Special Retirement Account or Cash Balance Account, as applicable.

# **Vesting Service**

You earn one month of **vesting service** for each month of service with the Company. You will receive credit for service for each month in which you work at least one hour.

Vesting credit begins on your date of hire or your 18th birthday, whichever is later.

#### Break in Service

If you do not work for 12 or more consecutive months, you could have what is called a **break in service**.

You will *not*, however, have a break in service if you leave the Company:

- For any reason and your period of absence does not exceed 12 months
- For active military service and return to the Company within the time period required by law.

If you are not vested, a break in service can cause you to lose your vesting and credited service.

# Terminated Vested Benefits Payable at Normal Retirement Date

If you are vested in a benefit from the Pension Plan, you can begin to receive the Pension Plan benefit you earned at the time of termination on the first day of the month on or after your 65<sup>th</sup> birthday. Your vested pension benefit is calculated using your credited service, final average earnings and estimated Social Security benefit at the time you terminated your employment.

# Terminated Vested Benefits Payable at Early Retirement Date – Traditional Pension

If you are a member under the Traditional Pension formula, you can begin to receive your Traditional Pension benefit as early as age 55 if you are vested. Your benefit will be available in a reduced amount based on your age at retirement. The following table shows the reduction. The following table is a partial list of benefit reductions that apply if you retire at various ages. The reductions vary based on your exact age in completed years and months at retirement.

Early Retirement Reduction Table for Terminated Vested Employees			
Retirement Age	Benefit Reduction		
65 or older	None		
64	9%		
63	16%		
62	23%		
61	30%		
60	35%		
59	40%		

Early Retirement Reduction Table for Terminated Vested Employees		
Retirement Age Benefit Reduction		
58	44%	
57	48%	
56	52%	
55	55%	

# Terminated Vested Benefits Payable Upon Termination – Cash Balance Pension

If you are a member under the Cash Balance formula and are vested in your Cash Balance Account, you can begin to receive your Cash Balance Pension benefit any time following your termination of employment. Your benefit will be payable as an immediate lump sum, an immediate annuity or a deferred annuity. You will receive information concerning the terminated vested benefit approximately 60-90 days following your termination.

### If You Are Rehired

If you are re-employed, break in service rules determine whether the vesting and the credited service that you earned before you terminated your employment will be reinstated.

If you are vested in a Pension Plan benefit and you have a break in service due to termination of employment, your prior vesting service and credited service will be restored. Special rules may apply if you previously received a distribution from the Pension Plan upon your termination of employment. You will be notified if these rules affect you.

If you are *not vested* and you have a break in service due to termination of employment on or after January 1, 2003, your prior vesting service and credited service will be restored if you are re-employed within five years of the date of your termination (within six years if you left the Company for the birth or adoption of your child).

If you return to work for the Company after you retire, any retirement payments will stop until you retire again. During your re-employment, you will earn vesting and credited service. When you retire again, your Pension Plan benefit will be redetermined based on the Pension Plan provisions in effect at that time. In no case, however, will your new retirement benefit be less than the benefit you were receiving before you were re-employed.

# **Payment Options**

After you terminate your employment, you may choose to receive your Traditional Pension benefit at any time after the date you first become eligible for retirement. You may choose to receive your Cash Balance Pension or Special Retirement Account, as applicable, at any time after the date your employment terminates.

If your benefit value is more than \$1,000, you can choose from the following benefit payment options for your total pension benefit:

- Single Life Annuity
- 50% Joint and Survivor Annuity
- 75% Joint and Survivor Annuity

- 100% Joint and Survivor Annuity
- Social Security Leveling (Traditional Pension only)
- Single Lump Sum Payment (Special Retirement Account and Cash Balance only).

If your total benefit value does not exceed \$1,000, special lump sum payment rules may apply. You will be notified if these rules affect you.

You should make your payment election from 30 to 120 days before the commencement of your benefit.

Once you choose your payment option at retirement, your payment election cannot be changed or revoked after your retirement date.

# Single Life Annuity

If you are not married when you retire, your standard form of payment under the Pension Plan will be a **single life annuity**. You will receive a regular payment every month for your lifetime beginning at your retirement and ending at your death. There will be no survivor benefits. Married employees may elect a single life annuity, with written, notarized consent of their spouse.

# 50% Joint and Survivor Annuity

If you are married when you retire, your standard form of payment will be a **50% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. The benefit will provide you with a monthly payment during your life that is reduced somewhat from what it would be if you were not married. However, if you die before your spouse, your spouse will receive monthly payments equal to 50% of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you will receive a reduced monthly payment during your life and your beneficiary will receive 50% of the benefit after you die.

### 75% Joint and Survivor Annuity

You can choose to receive your benefit as a **75% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. While you are both living, you receive a reduced monthly payment. After your death, your surviving spouse will receive monthly payments equal to **75%** of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you will receive a reduced monthly payment during your life and your beneficiary will receive 75% of the benefit after you die.

### 100% Joint and Survivor Annuity

You can choose to receive your benefit as a **100% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. While you are both living, you receive a reduced monthly payment. After your death, your surviving spouse will receive monthly payments equal to 100% of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you will receive a reduced monthly payment during your life and your beneficiary will receive 100% of the benefit after you die.

# Lump Sum Payment

If you are a member under the Cash Balance pension formula, you may elect to receive your Cash Balance Account in a single lump sum payment. No further payments will be payable from the Pension Plan.

If you are a member under the Traditional Pension formula, you may elect to receive your Special Retirement Account in a single lump sum payment. Please see "Special Retirement Account Distribution Options" below for more information.

If you receive a lump sum payment of your Cash Balance Account or Special Retirement Account, as applicable, you may be entitled to roll over this payment into an Individual Retirement Account or another employer's qualified retirement plan (see "Tax Considerations" below).

#### **Beneficiaries**

If you are married and want to elect the single life annuity, a lump sum payment, or the 50%, 75% or 100% joint and survivor annuities with a beneficiary other than your spouse, your spouse must provide written, notarized consent.

# Social Security Leveling

A **Social Security leveling** option may be available under the Traditional Pension formula if you retire before age 62. With this option, the Pension Plan pays both a permanent retirement benefit and a temporary annuity that equals your estimated age 62 Social Security benefit. At age 62, when Social Security benefits can begin, the Pension Plan will stop paying you the temporary annuity. Your permanent retirement benefit is reduced to provide you with a temporary annuity. In the end, the amount of your monthly benefit—from the Pension Plan and from Social Security—remains roughly the same or "level." The temporary annuity payments end when you die. In some cases, your retirement benefit may not be large enough to allow you to elect the Social Security leveling option. The Social Security leveling option applies to the single life annuity, the 50% joint and survivor annuity and the 100% joint and survivor annuity options.

### **Social Security Leveling Option Example**

The following example shows how the monthly retirement benefit for an employee retiring at age 58 differs for the single life annuity option and the Social Security Leveling option. Single Life Annuity at Age 58 = \$750

Estimated Age 62 Social Security Benefit = \$900

Payment Option	Monthly Benefit at Age 58 and Prior to 62	Monthly Benefit On and After Age 62
Single Life Annuity	\$750 single life annuity	\$750 single life annuity + \$900 Social Security benefit = \$1,650
Social Security Leveling	\$400 single life annuity	\$400 single life annuity

Effective January 2021

{S0575540.1}

Your Employee Benefits

+ \$900 temporary benefit	+ \$900 Social Security
= \$1,300 per month	benefit
·	= \$1,300 per month

# Adjustment for Payment Option Selected

If you choose a payment method other than the single life annuity, your monthly pension will be adjusted to account for the value of the additional payments that may occur. The size of this adjustment depends on the estimated value of the additional benefits.

# **Adjustment for Payment Option Example**

The following example shows how a \$1,000 monthly benefit, paid under the single life annuity option is adjusted for other payment options for a retiree who is age 65 and has a 60-year old beneficiary.

Payment Option	Retiree's Monthly Benefit	Beneficiary's Monthly Benefit after Retiree's Death
Single Life Annuity	\$1,000.00	N/A
50% Joint and Survivor Annuity	\$886.40	\$443.20
75% Joint and Survivor Annuity	\$866.80	\$650.10
100% Joint and Survivor Annuity	\$796.00	\$796.00

# Special Retirement Account Distribution Options

If you are vested in a Pension benefit and you leave the Company before retirement or you retire, you have the following distribution options for receiving your Special Retirement Account:

If You:	The Options Available to You Include:
Are eligible for retirement at termination of employment	<ul> <li>Immediate lump sum, which can be rolled over to an Individual Retirement Account or other qualified retirement plan</li> </ul>
	<ul> <li>Immediate annuity, which will be paid in the same way as your regular pension benefit</li> </ul>
	<ul> <li>Deferred annuity, which must begin when you start to receive your regular pension benefit and will be paid in the same way as your regular pension benefit.</li> </ul>
Are vested and leave the Company before you are eligible to retire	<ul> <li>Immediate lump sum, which can be rolled over to an Individual Retirement Account or other qualified retirement plan</li> </ul>
	<ul> <li>Immediate annuity paid as either a single life annuity or a 50% joint and survivor annuity</li> </ul>
	<ul> <li>Deferred annuity, which must begin when you start to receive your regular pension</li> </ul>

benefit and will be paid in the same way as
your regular pension benefit.

### **Pension Estimates**

You can use the Your Benefits Resource website (http://resources.hewitt.com/dominion) to see your pension information at any time. You can use this website to run benefit projections, check your beneficiaries, or initiate retirement. You can also request retirement estimates and start the retirement process by contacting the Dominion Energy Benefit Center (DEBC) by calling toll free 877-434-6996. Service representatives are available from 8:00 a.m. to 5:00 p.m., EST Monday through Friday.

# **Beneficiary Election**

If you are not married, you can name anyone as your beneficiary to receive a survivor annuity or payment of your Cash Balance Account or Special Retirement Account balance, as applicable, upon your death. If you are married, your spouse will automatically be your beneficiary unless your spouse provides written, notarized consent for you to name someone else as your beneficiary.

#### Tax Considerations

Before deciding how to receive a distribution of your Pension Plan benefits, keep in mind that there will be tax implications. For example, having your benefit paid to you in a lump sum can result in the imposition of a penalty tax in addition to income tax depending on your age and certain other factors when the payment is made. You also have the option of rolling over a lump sum payment of your benefit to an IRA or another employer's qualified retirement plan. There are also rules regarding the withholding of federal and state income tax on Pension Plan payments. When you leave the Company, you will receive a notice that outlines the tax implications in more detail. Since the tax effects can be complicated, you should refer to that notice and consult with a qualified tax advisor before making a decision.

### **Pre-retirement Death Benefits**

# If You Die Before Retirement While Employed

### **Traditional Pension**

If you die before retirement, your spouse is eligible to receive a monthly survivor benefit, if you have a vested Traditional Pension benefit and you have been married for at least six months at the time of your death. The benefit will be equal to one-half of the benefit you would have received under the 50% joint and survivor option from the Pension Plan as of the date of your death.

Pre-retirement Death Benefit		
Date of Death	Spousal Benefit	
After You Are Eligible for Early Retirement	<ul> <li>Spouse's benefit will start immediately after your death.</li> <li>Benefit will be reduced using the early retirement reduction factors listed in the Early Retirement Reduction Table.</li> </ul>	

	•	Spouse can elect to wait to receive a benefit until the date you would have reached your normal retirement date. If your spouse elects to wait, the benefit will not be reduced.
Before You Are Eligible for Early Retirement	•	Spouse's benefit will start at the date you would have reached your earliest early retirement age.
	•	Benefit will be reduced using the early retirement reduction factors listed in the Early Retirement Reduction Table for Terminated Vested Employees.
	•	Spouse can elect to wait to receive a benefit until the date you would have reached your normal retirement date. If your spouse elects to wait, the benefit will not be reduced.

If you are married, disabled and qualified to receive Company LTD benefits and you die before retirement, your spouse will receive a benefit described above.

# **Special Retirement Account**

Your spouse can elect one of the following options to receive your Special Retirement Account balance:

- Immediate lump sum
- Immediate annuity payable for the spouse's lifetime or
- Annuity deferred until the date of benefit commencement for the remaining death benefit and payable for the spouse's lifetime.

If you are not married or married and someone other than your spouse is your beneficiary, your beneficiary will receive your Special Retirement Account balance as an immediate lump sum payment if you are vested.

If you die before retirement and are not vested in a Traditional Pension benefit, your beneficiary will not receive the Traditional Pension benefit but will receive the balance in your Special Retirement Account. The same is true if you are vested but not married or if you are vested but married for less than six months at the time of your death.

### **Cash Balance Account**

Your spouse can elect one of the following options to receive your vested Cash Balance Account upon your death:

- Immediate lump sum;
- Immediate annuity payable for the spouse's lifetime; or
- Annuity deferred until a date of the spouse's choosing (subject to the Pension Plan's minimum required distribution rules) and payable for the spouse's lifetime.

If you are not married, or someone other than your spouse is your beneficiary, your beneficiary will receive your Cash Balance Account balance as an immediate lump sum payment.

If you die before retirement and are not vested in your Cash Balance benefit, your beneficiary will not receive a benefit.

# If You Die Before Retirement After Leaving the Company Traditional Pension

If you leave the Company on or after January 1, 2003, with a vested Pension Plan benefit and you die before your benefit commencement date, your spouse is eligible to receive a benefit. The benefit will be equal to one-half of the benefit you would have received under the 50% joint and survivor annuity option from the Pension Plan as of the date of your death

Your spouse's benefit will start at the date you would have reached your earliest retirement age. The benefit will be reduced using the early retirement reduction factors listed in the *Early Retirement Reduction Table for Terminated Vested Employees* depending on the age you would have been when your spouse's benefit commences.

### **Special Retirement Account**

Your spouse can elect one of the following options to receive your Special Retirement Account balance:

- Immediate lump sum
- Immediate annuity payable for the spouse's lifetime or
- Annuity deferred until the date of benefit commencement for the remaining death benefit and payable for the spouse's lifetime.

Your spouse can elect to receive the Special Retirement Account as an immediate lump sum distribution after your death, even if you declined this option when you left the Company.

If you are not married, your beneficiary will receive your Special Retirement Account balance as an immediate lump sum payment.

### **Cash Balance Account**

Your spouse can elect one of the following options to receive your vested Cash Balance Account upon your death:

- Immediate lump sum;
- Immediate annuity payable for the spouse's lifetime; or
- Annuity deferred until the date of your spouse's choosing (subject to the Pension Plan's required minimum distribution rules) and payable for the spouse's lifetime.

Your spouse can elect to receive the Cash Balance Account as an immediate lump sum distribution after your death, even if you declined this option when you left Dominion.

If you are not married, or someone other than your spouse is your beneficiary, your beneficiary will receive your Cash Balance Account balance as an immediate lump sum payment.

If you were hired before January 1, 2003, and you were a participant in the Pension Plan of CNG Transmission Corporation and Hope Gas, Inc. for Employees Represented by the United Gas Workers Union, Local No. 69, Division II, Utility Workers Union of America, AFL-CIO, you may be entitled to different pre-retirement death benefits. You should review the Retirement Plan Supplement that describes your benefits.

# **Claims and Appeals Procedures**

# Filing a Claim for Benefits

If you believe you (or your beneficiaries) are entitled to benefits from the Plan and fail to receive them, you should file a written claim for benefits with the Plan Administrator. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method of payment available, the timing of payments and other information relevant to the payment of benefits.

If a Plan claim you make is denied in whole or in part, you – or your beneficiary – will automatically receive a written or electronic notification of the Plan's adverse determination. In most cases, you will receive this notice within 90 days after your claim for Plan benefits is received. If there is a delay, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the notice. However, in no case will the notice be forwarded to you more than 180 days after receiving your claim for Plan benefits.

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

- The specific reason for denial;
- The specific Plan provision on which the denial is based;
- Any additional information (such as proof of age or spouse's data) required to reconsider the claim and an explanation of why the information is needed; and
- An explanation of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of your right to challenge the final determination in federal court.

After your claim is denied, you will be provided, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. A document, record or other information will be considered relevant if it:

- Was relied upon in denying the claim;
- Was submitted, considered or generated in the course of processing the claim regardless of whether it was relied upon in denying the claim;
- Demonstrates compliance with the claims procedures process; or
- Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying the claim.

### Appealing a Claim Denial

If you or your beneficiary wish to dispute the Plan Administrator's denial of your claim for Plan benefits (in whole or in part) you must file a written request to have your claim for Plan benefits reconsidered (an "Appeal") within 60 days after receiving the denial notice. Your Appeal should state exactly why your claim for Plan benefits should be approved and can contain additional documents, records and other relevant information in support of the claim. In reviewing the Appeal, the reviewer will take into consideration all comments, documents, records and other information submitted by you (or your beneficiary) in support of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In most cases, the review of your Appeal will be completed within 60 days after you file your request and, following the review of your Appeal, you will be notified in writing of the

# **PENSION**

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final decision. If special circumstances require the Plan Administrator to take additional time to review your Appeal, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the final decision. However, in no case will the final decision be forwarded to you more than 120 days after receiving your Appeal. The Plan Administrator's final decision will be in writing and will include:

- Reference to the specific Plan provision on which the final decision is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record or other information shall be considered relevant if it:
  - Was relied upon in denying your claim;
  - Was submitted, considered or generated in the course of processing your claim, regardless of whether it was relied upon in denying your claim;
  - o Demonstrates compliance with the Appeal procedures process; or
  - Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying your claim.
- A statement that you or your beneficiary has a right to bring an action under Section 502(a) of ERISA.

The Plan Administrator's decision of your Appeal is final and not subject to further review under the Plan. You or your beneficiary may have additional rights under ERISA.

# 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 Pension Plan.

### **Plan Documents**

This information has been prepared to describe the Pension Plan benefits available to you. If there is a conflict between this information and the official documents and contracts that govern the operations of the Pension Plan, those official documents and contracts will govern.

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