

# **Dominion Energy Ohio UWUA Local G555**

## ***Long-Term Disability* Summary Plan Description**

# **LONG-TERM DISABILTY**

## **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.

Benefits described in the Summary Plan Descriptions (SPDs) are current as of the date indicated at the bottom of the page. Dominion Energy 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 Dominion Energy's Benefit Plans.

# LONG-TERM DISABILTY

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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 with the additional premiums paid by you on a pre-tax basis so that your total benefit is equal to 60% or 70% of base pay. You may also purchase LTD coverage equal to 65% of base pay with the full amount of premiums paid by you on an after-tax basis. 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.

If you have elected a 50%, 60% or 70% coverage level, any benefits you receive from the plan if you become disabled will be considered taxable income. This means your benefits are subject to regular federal, state and local taxes, as applicable, when you receive them. If you have elected the 65% coverage level, you will pay the entire cost of the coverage with after-tax dollars and any benefits you receive from the plan if you become disabled will be exempt from federal and most state and local income taxes.

Employees who qualify for LTD benefits will be able to participate in Medical Plan C without having to pay premiums as long as they remain disabled.

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

<b>Coverage Level</b>	<b>Benefit Level* (% of base pay)</b>
50% LTD Option (paid for by Dominion Energy)	50% (taxable)
60% LTD Option (coverage above 50% paid for by employee with pre-tax dollars)	60% (taxable)
65% LTD Option (paid for by employee with after-tax dollars)	65% (non-taxable)
70% LTD Option (coverage above 50% paid for by employee with pre-tax dollars)	70% (taxable)

\* The LTD Benefits paid to you will be reduced by any other disability benefits you receive, including Workers' Compensation, Social Security (both primary and family) and the Retirement benefits.

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

## ELIGIBILITY

Dominion Energy Ohio UWUA Local G555 full-time and part-time employees who are scheduled to work 1,000 hours or more receive LTD coverage. The Plan provides coverage to you for both on and off the job disabilities caused by sickness and injury.

## ENROLLMENT

If you are a full-time or part-time Dominion Energy Ohio UWUA Local G555 employee 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%, 65% or 70% of your base pay.

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You will be able to purchase additional LTD coverage electronically through Your Benefits Resources (YBR). You can access YBR:

- Directly from HR Home once you've logged on to your work computer.
  - From the HR Home front page, select the "Your Benefits Resources" link under the Health & Benefits tab 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.

Coverage will start on the first day you are in an active pay status or actively at work with Dominion Energy. Actively at work means that you are performing all the usual and customary duties of your job. If you are not in an active pay status or not actively at work on the date your coverage is to be effective, your LTD coverage will not become effective until you return to work.

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

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

The only other opportunity to change your enrollment or level of LTD coverage is at the next Annual Open Enrollment.

## OPEN ENROLLMENT

Annual Open Enrollment takes place in the fall of each year. It is the time when you can change your 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 an 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 or not actively at work on the January 1 following an election to increase your Long-Term Disability coverage, your new level of coverage will not become effective until you return to work.

## AMOUNT OF COVERAGE

### Pre-Tax Coverage

You automatically have LTD coverage in the amount of 50% of your base pay. Dominion Energy pays the entire cost of this coverage.

You may also enroll in additional LTD coverage for:

# LONG-TERM DISABILITY

- 60% of your base pay; or
- 70% of your base pay

If you enroll for coverage at one of these higher levels, 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, and the coverage is paid for 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.

Base pay means:

- For full-time employees - your pay excluding overtime, bonuses, supplements and other special payments; and
- For part-time employees - your current hourly rate x 1,040 hours excluding overtime, bonuses, supplements and other special payments.

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

When your pay changes, changes in your LTD benefit will be made automatically. Any related pay-based contributions also will be automatically adjusted. 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 employment.

## 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 LTD benefits.

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.

## 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 disabled from performing your job at Dominion Energy.	You are disabled from performing any gainful employment for which you are reasonably qualified by education, training or experience.

\*Note: Includes the 180-day elimination 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**.

At the request of Unum, you must 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, may designate a **physician** to examine you as often as reasonably required while LTD benefits are claimed.

## LTD BENEFITS

LTD benefits are determined by your monthly base pay as of your last day worked and by the amount of LTD coverage (50%, 60%, 65% or 70%) you have elected.

Any LTD benefits you are entitled to receive from this Plan will be reduced by deductible sources of 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; payments based on your earnings record are considered benefits that you receive, even if you are not designated as the payee;
- Disability compensation payable through the U.S. Department of Veterans Affairs;
- Retirement benefits from a Dominion Energy-sponsored pension plan;
- Other Dominion Energy-sponsored sources (other than bonuses, which will not reduce your LTD benefits); and
- Rehabilitation Programs.

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

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

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 Dominion Energy (through Unum) any excess payments received from this Plan.

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. This right of recovery is enforceable even if the amount you receive from a 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.

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The Plan Administrator and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

### 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 Dominion Energy's LTD Plan. This amount will be reduced if Steve receives income payments from other sources.

### 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 Dominion Energy 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 Dominion Energy's LTD Plan and \$500 from Social Security.

## FILING FOR BENEFITS

You are responsible for filing for LTD benefits; they will not be paid to you automatically. You should file a claim within 4 months after your last day of work, and all claims must be filed no later than 90 days after your 180-day elimination period. Your claim will be denied if your claim is filed after this deadline.

If you become disabled, you should contact your HR Business Partner as soon as possible. They can provide you with the forms and information you need to file for LTD benefits. The *Long-Term*



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*Disability Benefits Claim Form* will be provided by the HR Benefits Specialist and is also located on Dominion Energy's On-Line Forms (Form #721630). Remember that a physician must certify that you are disabled, and the physician's certification must be obtained no later than 90 days after the end of your 180-day elimination period.

The 180-day elimination period may include time off with pay under the Sickness/Disability policy, without pay while the employee is on Extended Employment Status under the Sickness/Disability policy, or a combination of both paid and unpaid sick time. An employee who qualifies may apply for and collect LTD benefits while on Extended Employment Status without being deemed to have terminated his or her employment.

If you file a claim for LTD benefits, Unum will also evaluate your eligibility for Social Security disability and will make a recommendation whether you should apply for Social Security in addition to LTD. If Unum recommends that you apply for Social Security, you **must** do so within 60 days of Unum's recommendation. You will be asked to provide Unum with proof of your Social Security application, and your LTD benefits will be reduced by your expected Social Security disability benefit unless and until you provide Unum with proof that your Social Security application was denied after all available appeals are exhausted.

If you fail to apply for Social Security within 60 days of Unum's recommendation, you will not be eligible for LTD benefits from this Plan. If Unum does not recommend that you apply for Social Security, however, you will not be required to do so, and your LTD benefits will not be reduced for Social Security benefits.

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. This 180-day period is called the elimination period. (A partial payment will be made the first month if payments start after the first day of that month.) However, your payments will be delayed if you have not exhausted your accumulated sick leave and vacation pay by the time the 180-day elimination period has elapsed.

During the 180-day elimination period, you may return to work for up to 30 days and not have to restart your 180-day elimination period, provided the initial period of disability and subsequent periods of disability are due to the same sickness/injury. Your 180-day elimination period will be extended by the number of days you return to work.

Except as otherwise provided by your collective bargaining agreement, your employment with Dominion Energy terminates on the date you are placed on LTD, and once placed on LTD, you have no reemployment rights.

## WHEN BENEFIT PAYMENTS END

LTD benefit payments end if any of the following occur:

- You turn age 65 (if the disability commences before age 60);

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- You recover from the disability;
- You die;
- You are no longer under a licensed physician's care;
- You fail to furnish proof of your disability when requested by Unum;
- You are engaged in gainful employment other than rehabilitative employment;
- You have been engaged in rehabilitative employment for 24 months;
- You are incarcerated; or
- 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 (12-month minimum)
70 to 74	For 12 months
Over 74	For 6 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 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 may be eligible for continued Dominion Energy medical and life insurance coverage at no premium cost to you. Please refer to the "Medical" and "Life Insurance" Summary Plan Descriptions for additional details.

While on LTD, you will continue to accrue credited service in the Dominion Energy Ohio Union Pension Plan (up to the 30-year maximum) during the period of a long-term disability up to age 65, if you participate in the traditional benefit formula under that plan. Please refer to the "Pension" Summary Plan Description for additional details.

## RETURNING TO WORK

If you recover from a disability for which you have been receiving payments from the LTD Plan, are reemployed by Dominion Energy, 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 elimination period, provided you submit your claim and proof of disability and meet all other Plan requirements for benefits.

If you return to Dominion Energy no more than one year after your LTD effective date, the period of your absence will be considered employment service for the purpose of determining eligibility

for medical and life insurance and the cost and amounts of that coverage at retirement or during a subsequent period of disability.

If you return to Dominion Energy more than one year after your LTD effective date, Dominion Energy will bridge your service for the purpose of determining eligibility for medical and life insurance, and the cost and amounts of that coverage, at retirement or during a subsequent period of disability.

## WHAT THE PLAN DOES NOT COVER

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;
- 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;
- You fail to meet the definition of "disabled";
- You fail to provide proof of the disability;
- Your disability results from active participation in a riot;
- Your disability results from a commission of a crime for which you have been convicted;  
or
- You are incarcerated.

## WHEN COVERAGE ENDS

Your LTD coverage normally ends when your employment with Dominion Energy ends. This includes your retirement from Dominion Energy.

However, LTD coverage will be continued if you are:

- Laid off; or
- Granted a leave of absence (Furloughed Status);

provided that 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.

## CLAIMS PROCEDURES

Unum will give notice of a decision on your claim 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

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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 provision(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);

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- 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.

## **Final Appeal with the Plan Administrator**

If all levels of appeal have been exhausted with Unum, the LTD Plan offers a voluntary level of appeal to the Dominion Energy Benefits Director. The purpose of the voluntary appeal procedure is to ensure that Unum has received all necessary information and taken all appropriate steps to review your case. The Benefits Director will not review a disability determination made by Unum.

You must exhaust your appeal rights with Unum before filing a voluntary level of appeal with the Benefits Director. A voluntary level of appeal request must be submitted in writing within 180 days following the final determination of a claim by Unum at the following address:

Dominion Energy Services, Inc.  
Benefits Director  
600 E. Canal St. – 10<sup>th</sup> Floor  
Richmond, VA 23219

The Benefits Director will review the appeal and take into account all the information you submit, regardless of whether the information was considered at the time Unum coverage decisions were made. The Benefits Director will respond to your appeal request within 60 days after the receipt of your appeal request, unless special circumstances require an extension of time to review your appeal in which case a decision will be made within 120 days after the receipt of your appeal request.

You are not required to file a voluntary level of appeal prior to bringing a civil action in federal court to appeal an adverse benefit determination by Unum. Dominion Energy waives any right to assert that you failed to exhaust your administrative remedies under ERISA if you do not elect to submit a voluntary level of appeal.

Dominion Energy agrees that any statute of limitations or other defense based on timeliness is tolled during the time a voluntary level of appeal is pending.

Upon request, Dominion Energy will provide you with additional information about the voluntary level of appeal process so that you may make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal. A decision as to whether or not to submit a benefit dispute to the voluntary level of appeal will have no effect on your rights to any other benefits under the Long-Term Disability Plan. No fees or costs will be imposed on you as part of the voluntary level of appeal process.

## **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 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 Director at this address:

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Dominion Energy Services. Inc.  
Benefits Director  
600 E. Canal St. – 10<sup>th</sup> Floor  
Richmond, VA 23219

In some instances, the Benefits Director may be able to answer your questions directly by explaining Unum's processes. In other instances, the Benefits Director may contact Unum to obtain more details about how your claim is being processed or handled. The Benefits Director may also be able to help in other ways, such as by facilitating the exchange of information among you, your physician, and Unum.

## **CHANGING OR TERMINATING THE PLANS**

Except as set forth in the following paragraph, no changes affecting benefits provided under the Long-Term Disability Plan may be made without the written consent of the Executive Committee of the Union.

Dominion Energy reserves the right to amend the Plan and revise the Summary Plan Description at any future date, without the consent of the Executive Committee of the Union for the following reasons: (1) to make nondiscretionary changes that are required to comply with federal and state laws, regulations and official regulatory guidance of general applicability, (2) to make changes in the organizations engaged to administer the plan, or (3) to update contact names, phone numbers, physical addresses, internet addresses or similar information. In the event of any such change, Dominion Energy shall provide written notice of the change to the Executive Committee of the Union within thirty (30) days before the effective date of the change, or as soon as practicable thereafter.

## **PLAN DOCUMENTS**

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

## GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for Dominion Energy for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. Normal vacation is considered active employment.

**CLAIMS ADMINISTRATOR** means Unum Life Insurance Company of America (Unum).

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**EMPLOYEE** means a person who is in active employment.

**EVIDENCE OF GOOD HEALTH** means a statement of your medical history which Unum will use to determine if you are approved for coverage.

**INJURY** means a bodily injury that is the result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

**LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Unum will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

**PHYSICIAN** means:

- A person performing tasks that are within the limits of their medical license;
- A person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- A person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- A person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

You, or your spouse, children, parents or siblings will not be considered as a **physician** for a claim that you submit.

**PLAN** means this Long Term Disability Plan.

**REGULAR CARE** means:

- You personally visit a **physician** as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and

## ***LONG-TERM DISABILTY***

- You are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a **physician** whose specialty or experience is the most appropriate for your disabling condition(s).

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**YOU** means an employee who is eligible for Long-Term Disability coverage.