SUMMARY PLAN DESCRIPTION

FOR THE

HEALTH REIMBURSEMENT ARRANGEMENT

UNDER THE

DOMINION ENERGY OHIO UNION RETIREE HEALTH AND WELFARE PLAN

January 1, 2023

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INTRODUCTION

Dominion Energy, Inc. established a Health Reimbursement Arrangement (the "HRA") for the benefit of eligible retirees of Dominion Energy Ohio, effective January 1, 2016. (Dominion Energy, Inc. and Dominion Energy Ohio are collectively referred to herein as "Dominion Energy"). The HRA is part of the Dominion Energy Ohio Union Retiree Health and Welfare Plan. The purpose of the HRA is to reimburse eligible retirees for certain insurance premiums and medical expenses which are not otherwise reimbursed by any other plan or program. The HRA is intended to qualify as a self-insured medical reimbursement plan for purposes of Sections 105 and 106 of the Internal Revenue Code, as amended ("Code"), as well as a health reimbursement arrangement as defined in IRS Notice 2002-45.

Note that capitalized terms used in this summary plan description ("SPD") are defined the first time they are used or are defined in the Plan Information Appendix at the end of this booklet. Please note that "you," "your" and "my" when used in this SPD refer to you, the retiree. The HRA administrator is Via Benefits. Contact information for Via Benefits is shown in the Plan Information Appendix.

PART I
GENERAL INFORMATION ABOUT THE HRA

Q-1. What is the purpose of the HRA?

The purpose of the HRA is to reimburse Participants for Eligible Medical Expenses (as defined in Q-11) which are not otherwise reimbursed by any other plan or program. Reimbursements for Eligible Medical Expenses paid by the HRA generally are excludable from the Participant's taxable income. See Q-2 through Q-6 for information about who may qualify as a "Participant."

Q-2. Which retirees can participate in the HRA?

Full-time employees of Dominion Energy who are represented by Local G555 of the Utility Workers Union of America (the "Union") and who meet the requirements described below in this Q-2 are eligible to participate in the HRA.

Active full-time Union employees hired prior to January 1, 2019 – Once you have retired and reached Medicare eligibility at age 65, you must satisfy the following criteria to be an Eligible Retiree:

- You must retire from active employment with Dominion Energy on or after January 1, 2016;
- You must be at least age 58 when you retire (however, retirements prior to January 1, 2022 had a minimum age requirement of 55);
- You must have at least 10 years of pension service when you retire;
- You must have timely elected coverage under the Plan (and not waived coverage at the time of your retirement, or dropped coverage at any time after enrolling in the Plan); and
- If you retired prior to July 1, 2022, you must have commenced your pension benefit and enrolled in the Plan immediately upon termination from active employment. If you retire on or after July 1, 2022, you have a one-time opportunity when your employment ends to either enroll in the Plan immediately upon retirement or to defer enrollment in the Plan to a later date of your choosing.

Please note that if you were hired or rehired on or after January 1, 2019, you are ineligible for retiree medical benefits. In addition, if you are eligible and enroll in the pre-65 medical coverage available under the Plan (which is described in a separate Summary Plan Description) and you drop that coverage at any time, you may not re-enroll in the Plan (under either the pre-65 coverage or the HRA) at a later date. However, if you timely enroll in the Plan and become a Participant in the HRA with coverage under a Via Benefits plan, you may drop your Via Benefits coverage and still participate in the HRA in a later year by enrolling in a Via Benefits plan for that year. See Q-14 for additional information.

Independent Contractors – If you were classified by Dominion Energy as an independent contractor, you are not eligible to participate in the HRA, unless you are also otherwise classified by Dominion Energy as a former employee who satisfies the Eligible Retiree requirements. Individuals classified as independent contractors remain ineligible for the HRA even if they are later determined by a court or governmental agency to be or to have been a former common law employee of Dominion Energy rather than an independent contractor.

Q-3. Can my spouse participate in the HRA?

Your Eligible Spouse may participate in the HRA upon reaching age 65. Your spouse is your "Eligible Spouse" if:

- You are an Eligible Retiree;
- You were legally married to your spouse when you retired from Dominion Energy, and you have been continuously married since that time;
- You timely elected coverage under the Plan for your spouse (and you did not waive spousal coverage at retirement, or drop spousal coverage at any time after enrolling your spouse in the Plan); and
- If you retired prior to July 1, 2022, you must have commenced your pension benefit and enrolled yourself and your spouse in the Plan immediately upon termination from active employment. If you retire on or after July 1, 2022, you have a one-time opportunity when your employment ends to either enroll your spouse in the Plan immediately upon your retirement or to defer coverage for your spouse to a later date of your choosing.

Please note that if you enroll your spouse in the pre-65 medical coverage available under the Plan (which is described in a separate Summary Plan Description) and you drop that coverage at any time, you may not re-enroll your spouse in the Plan (under either the pre-65 coverage or the HRA) at a later date. However, if you timely enroll your spouse in the Plan and your spouse becomes a participant in the HRA with coverage under a Via Benefits plan, your spouse may drop their Via Benefits coverage and still participate in the HRA in a later year by enrolling in a Via Benefits plan for that year. See Q-14 for additional information.

An Eligible Spouse may continue to participate in the HRA after the death of an Eligible Retiree, as further described in Q-18. Accordingly, provided that all other participation criteria are satisfied, an Eligible Spouse may participate in the HRA even if the retiree died prior to January 1, 2016, when the HRA first became effective.

Q-4. Can my dependents participate in the HRA?

Your dependents (other than your Eligible Spouse or Eligible Disabled Child) will not receive

separate Stipend Credits under the HRA and are therefore not "Participants" in the HRA. However, you are entitled to be reimbursed from your HRA for any Eligible Medical Expenses you incur on behalf of your Eligible Dependents.

Your "Eligible Dependents" generally include your legal spouse and any other individual who is your dependent for federal income tax purposes at the time of your retirement. Dependent children include children under age 26 who are your natural children, legally adopted children, children placed with you for legal adoption, foster children, and stepchildren. You may be required to provide proof of dependent status upon request by Via Benefits (or its designee). Failure to provide such proof may result in a delay or denial in benefits provided under the HRA.

In addition, the HRA will allow reimbursement of Eligible Medical Expenses for a child of yours (as defined by applicable state law) in accordance with a Qualified Medical Child Support Order ("QMCSO") to the extent the QMCSO does not require coverage not otherwise offered under this HRA. Via Benefits will make a determination as to whether the order is a QMCSO in accordance with the HRA's QMCSO procedures. Via Benefits will notify both you and the affected child once a determination has been made. You may request a copy of the HRA's QMCSO procedures, free of charge, by contacting via Benefits.

Q-5. How can my children receive coverage during my retirement?

Dependent children under age 19 (or, if a full-time student, under age 25) may be eligible for coverage under the pre-65 coverage available under the Plan. Please refer to the separate Summary Plan Description that applies to pre-65 retiree medical coverage for more details about eligibility and benefits under that program.

Although these children are under age 65 and would not be HRA Participants, you may use your HRA to reimburse certain eligible out-of-pocket expenses that they incur that are not otherwise covered by Dominion Energy's pre-65 retiree medical coverage, as described in Q-4.

Q-6. What if I have a permanently disabled child?

If your child is permanently disabled and under age 65, your child may qualify for coverage under the Plan for participants who are age 65. Please refer to the separate Summary Plan Description that applies to pre-65 retiree medical coverage for more details about eligibility and benefits under that program.

Your disabled child who has reached age 65 and been continuously covered as your dependent under the Plan since your retirement qualifies as an "Eligible Disabled Child" who may become a Participant in the HRA. As an HRA Participant, your Eligible Disabled Child will receive annual Stipend Credits equal to the applicable spousal HRA Stipend Credit.

Please keep in mind that if you drop pre-65 coverage or HRA participation for the child at any point, neither the pre-65 coverage nor HRA participation can be reinstated in a future year.

Q-7. When do I actually become a Participant in the HRA?

An Eligible Retiree, Eligible Spouse, or Eligible Disabled Child becomes a Participant in the HRA on the date that they have satisfied all of the following requirements:

- They have enrolled in Medicare upon reaching age 65;
- They have obtained an individual medical insurance policy through Via Benefits (or any of its affiliates); and
- They have completed any enrollment forms or procedures required by the HRA Administrator.

Tricare Exception: If you are covered by the federal Tricare program, you are not required to purchase individual coverage through Via Benefits at age 65 to be eligible for the HRA upon attainment of age 65. However, if you are not enrolled in Dominion Energy retiree medical benefits at the time you reach age 65, **it is your responsibility to contact the Dominion Energy Benefit Center or Via Benefits prior to or upon attainment of age 65 to enroll in the HRA.** Proof of Tricare must be provided. You can reach the Dominion Energy Benefit Center (DEBC) by calling the toll free number listed in the Plan Information Appendix. Service representatives are available from 8:00 a.m. to 7:00 p.m., EST Monday through Friday. Contact information for Via Benefits is found in the Plan Information Appendix.

Q-8. How does the HRA work?

On the first day of each Plan Year, Dominion Energy will credit Stipend Credits to your HRA. You and your Eligible Spouse will each receive separate annual Stipend Credit amounts. The law does not permit Participants to make any contributions to their HRAs.

In your first year of retirement, your Stipend Credit will be prorated as described in Q-9 below, unless your retirement date is effective on January 1.

Your HRA will be reduced by the amount of any Eligible Medical Expenses for which the Participant is reimbursed under the HRA. At any time, the Participant may receive reimbursement for Eligible Medical Expenses up to the amount in their HRA. Unused Stipend Credits may be carried over for use in a future year.

An HRA is merely a bookkeeping account on Dominion Energy's records; funds are not set aside for individual participants, and the account does not bear interest or accrue earnings of any kind.

Q-9. What is the amount of my annual Stipend Credit?

The amount of your annual Stipend Credits can be obtained by calling Via Benefits, or by visiting the Via Benefits website and logging into your account. The annual amount of your stipend will be prorated for the number of months in which you participate in the HRA. For example, if you begin participating in the HRA on April 1, you will receive 9/12 of the annual Stipend Credit amount for that year, which will be credited to your HRA on April 1.

Q-10. Will my annual Stipend Credit keep up with rising medical costs?

Dominion Energy will adjust the Stipend Credit amounts each January 1 to keep up with medical care inflation, as reflected in the medical consumer price index published by the Bureau of Labor Statistics. for the 12-month period ending with the previous June.

Q-11. What is an "Eligible Medical Expense"?

An Eligible Medical Expense includes many common expenses incurred by you or any Eligible Dependent for medical care, as that term is defined in Internal Revenue Code Section 213(d) (generally, expenses related to the diagnosis, care, mitigation, treatment or prevention of disease). Some common examples of Eligible Medical Expenses that may be reimbursed from the HRA include:

- Premiums for medical, prescription drug, dental, vision or long-term care insurance;
- Dental expenses;
- Dermatology;
- Physical therapy;
- Contact lenses or glasses used to correct a vision impairment;
- Chiropractor treatments;
- Hearing aids; and
- Wheelchairs.

Some examples of common items that are <u>not</u> Eligible Medical Expenses under the HRA include:

- Out-of-pocket expenses for prescription drugs and insulin (remember that your insurance premiums for prescription drug coverage *are* Eligible Medical Expenses);
- Premiums for fixed indemnity insurance coverage
- Baby-sitting and child care;
- Long-term care services;
- Cosmetic surgery or similar procedures (unless the surgery is necessary to correct a deformity arising from a congenital abnormality, accident or disfiguring disease);
- Funeral and burial expenses;
- Household and domestic help;
- Massage therapy;
- Custodial care;
- Health club or fitness program dues; and
- Cosmetics, toiletries, toothpaste, etc.

For more information about what items are and are not Eligible Medical Expenses, consult IRS Publication 502, "Medical and Dental Expenses," under the headings "What Medical Expenses Are Includible" and "What Expenses Aren't Includible." (Be careful in relying on this Publication, however, as it is specifically designed to address what medical expenses are deductible on Form 1040, Schedule A, not what is reimbursable under this HRA). If you need more information regarding whether an expense is an Eligible Medical Expense under the HRA, contact Via Benefits.

Only Eligible Medical Expenses incurred while a Participant in the HRA may be reimbursed from your HRA. Eligible Medical Expenses are "incurred" when the medical care is provided.

Thus, an expense that has been paid but not incurred (e.g. pre-payment to a physician) will not be reimbursed until the services or treatment giving rise to the expense has been provided.

The following expenses may <u>not</u> be reimbursed from an HRA:

- expenses incurred for qualified long-term care services;
- expenses incurred *prior to the date* that you became a Participant in the HRA;
- expenses incurred *after the date* that you cease to be a Participant in the HRA;
- expenses that have been reimbursed by another plan or for which you plan to seek reimbursement under another health plan; and
- any other expenses specifically identified as excluded.

Q-12. How do I obtain prescription drug coverage?

Via Benefits will help you select prescription drug coverage when you are choosing your supplemental medical coverage. Depending on the type of medical coverage that you select, your prescription drug coverage may be part of your medical plan or it may be a separate plan. Your HRA can be used to reimburse premiums for prescription drug coverage purchased through Via Benefits.

Q-13. What is "Catastrophic Coverage" for out-of-pocket prescription drug costs?

You may have out-of-pocket prescription drug expenses (e.g., coinsurance or co-pays) that are not covered by your prescription drug insurance plan. As part of the HRA program, Dominion Energy offers protection in the event your eligible out-of-pocket prescription drug costs for the year exceed the "catastrophic coverage" level, as defined annually by Medicare.

Once you have reached the catastrophic coverage level for the year, all eligible out-of-pocket prescription drug expenses you incur through the end of the Plan Year will be reimbursed without limit. To receive reimbursement, you must submit a claim. To obtain a catastrophic coverage claim form, contact customer service at Via Benefits.

Q-14. When does HRA participation end?

You will cease being a Participant in the HRA on the earlier of:

- the date you cease to be an Eligible Retiree for any reason;
- the date you are rehired by Dominion Energy as an active employee;
- the date you cease to be eligible for Medicare;
- the date you are no longer enrolled in a Via Benefits plan; or
- your date of death.

Participation for an Eligible Spouse ceases on the earlier of:

- the date the spouse is no longer an Eligible Spouse for any reason;
- the date the spouse ceases to be eligible for Medicare;
- the date the spouse and the Eligible Retiree divorce;
- the date the spouse is no longer enrolled in a Via Benefits plan;
- the date the retiree is rehired by Dominion Energy as an active employee; or
- the date of the spouse's death.

Participation for an Eligible Disabled Child ceases on the earlier of:

- the date the child is no longer an Eligible Disabled Child for any reason;
- the date the child ceases to be eligible for Medicare;
- the date the child is no longer enrolled in a Via Benefits plan;
- the date the retiree is rehired by Dominion Energy as an active employee; or
- the date of the child's death.

You may not obtain reimbursement of any Eligible Medical Expenses incurred after the date your eligibility ceases. You have 180 days after your eligibility ceases, however, to request reimbursement of Eligible Medical Expenses you incurred before your eligibility ceased.

In addition, your Eligible Spouse may be eligible to continue coverage under the HRA beyond the date that their coverage would otherwise end if coverage is lost for certain reasons. These continuation of coverage rights and responsibilities are described in Q-24 below.

If you (or your Eligible Spouse) are no longer enrolled in a Via Benefits plan, you (or the Eligible Spouse) may participate in the HRA in a later year by enrolling in a Via Benefits plan for that year. However, no one will receive any HRA Stipend Credits for a year in which they are not enrolled in a Via Benefits plan. Any prior unused Stipend Credits will be restored upon re-enrollment in a Via Benefits plan.

Q-15. What happens if I do not use all of the credits allocated to my HRA during the Plan Year?

Unused amounts will be carried over to subsequent Plan Years; provided you remain a participant in the HRA.

Q-16. How do I receive reimbursement under the HRA?

Using the Via Benefits Accounts website or mobile app is the fastest, safest, and easiest way to receive reimbursement for an expense. You can also request reimbursement by mail or fax using a Via Benefits paper reimbursement form. A reimbursement request will need to include a copy of your insurance premium bill, an "explanation of benefits" or "EOB," or, if no EOB is provided, a written statement from the service provider. The written statement from the service provider must contain the following: (a) the name of the patient, (b) the date service or treatment was provided, (c) a description of the service or treatment; and (d) the amount incurred. You can obtain a reimbursement form by contacting Via Benefits. Your claim is deemed filed when it is received by Via Benefits.

If your claim for reimbursement is approved, you will be provided reimbursement as soon as reasonably possible following the determination. Claims are paid in the order in which they are received by Via Benefits.

Via Benefits may be able to set up recurring automatic reimbursement for your plan premiums.
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Q-17. What happens if my claim for benefits is denied?

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after Via Benefits receives your claim. If Via Benefits determines that an extension is necessary due to matters beyond the control of the HRA, they will notify you within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to

allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- the reason(s) for the denial and the HRA provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the HRA's appeal procedures and the time limits applicable to such procedures; and
- a description of your right to request all documentation relevant to your claim.

If your request for reimbursement under the HRA is denied in whole or in part and you do not agree with the decision, you may file a written appeal. You should file your appeal with Via Benefits no later than 180 days after receipt of the denial notice. You should submit all information identified in the notice of denial, as necessary, to perfect your claim and any additional information that you believe would support your claim.

You will be notified in writing of the decision on appeal no later than 60 days after Via Benefits receives your request for appeal. The notice will contain the same type of information provided in the first notice of denial.

Note that you cannot file suit in federal court until you have exhausted these appeals procedures.

Q-18. What happens if I die?

If the Eligible Retiree dies with no Eligible Spouse who is participating in the Plan, their HRA is immediately forfeited upon death, but the deceased Eligible Retiree's estate or representatives may submit claims for Eligible Medical Expenses incurred by the Eligible Retiree and their Eligible Dependents before their death. Claims must be submitted within 180 days of their death.

If the Eligible Retiree dies with an Eligible Spouse or Eligible Disabled Child who is an HRA Participant as of the date of death, the balance remaining in the HRA may continue to be used by the Eligible Spouse or Eligible Disabled Child (as applicable) after the retiree's death. Annual spousal or disabled child Stipend Credits will continue to be credited so long as the Eligible Spouse or Eligible Disabled Child continues to be a Participant, but no further retiree Stipend Credits will be provided after the retiree has died.

If the Eligible Retiree dies with an Eligible Spouse or disabled child who is not yet age 65, the Eligible Spouse or disabled child may begin receiving annual spousal or disabled child Stipend Credits upon reaching age 65 and becoming an HRA Participant. Before reaching age 65, the Eligible Spouse or disabled child would continue to be covered under Dominion Energy's retiree medical benefits for participants under age 65.

The Eligible Spouse or disabled child who continues to be covered by Tricare after the Eligible Retiree's death may begin receiving annual spousal or disabled child Stipend Credits upon reaching age 65 and becoming an HRA Participant, so long as the Tricare coverage continues to be in effect at that time. See Q-7 above for enrollment requirements.

Q-19. Are my benefits taxable?

The HRA is intended to meet certain requirements of existing federal tax laws, under which the benefits you receive under the HRA are not taxable to you. However, tax laws are subject to change in the future.

Q-20. What happens if I receive an overpayment under the HRA or a reimbursement is made in error from my HRA?

If it is later determined that you or your Eligible Dependent received an overpayment or a payment was made in error (e.g., you were reimbursed from your HRA for an expense that is later paid by another medical plan), you or your Eligible Dependent will be required to refund the overpayment or erroneous reimbursement to Dominion Energy.

If you do not refund the overpayment or erroneous payment, Dominion Energy reserves the right to offset future reimbursements equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from any amounts due to you from Dominion Energy. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the Plan Administrator may treat the overpayment as a bad debt, which may have tax implications for you.

Q-21. How long will the HRA remain in effect?

Although Dominion Energy expects to maintain the HRA in the future, it has the right to modify or terminate the program at any time for any reason, including the right to change the classes of persons eligible for participation, the amount credited to HRAs or to reduce or eliminate any amounts currently credited to a Participant's HRA. Dominion Energy reserves the right to change or terminate any of its employee benefit plans at any time as they relate to active employees or retired employees, regardless of the date of employment or retirement. Dominion Energy may also be required to revise the plans as necessary to comply with federal and state law. Notwithstanding the above, Dominion Energy will comply with any notice, consent, or bargaining requirements under an applicable collective bargaining agreement before implementing a change or termination of the HRA.

Q-22. How does the HRA interact with other medical plans?

Only medical care expenses that have not been or will not be reimbursed by any other source may be Eligible Medical Expenses (to the extent all other conditions for Eligible Medical Expenses have been satisfied). You must first submit any claims for medical expenses to the other plan or plans before submitting the expenses to this HRA for reimbursement.

Q-23. What if I reside outside of the United States?

If you reside outside of the United States, contact the Plan Administrator for more details. Eligible Retirees and their Eligible Spouses who reside outside of the United States may be able to participate in the HRA by obtaining other health coverage in lieu of an individual health insurance policy through Via Benefits.

Q-24. What is "continuation coverage" and how does it work?

Under a federal law called "COBRA," an Eligible Spouse and an Eligible Disabled Child who is covered under the HRA (a "qualified beneficiary") may elect to continue coverage under the HRA for a limited time after the date they would otherwise lose coverage because of a divorce or legal separation from the Participant, the Participant's death or a dependent child ceasing to be an Eligible Dependent. These are called "qualifying events."

Note that the qualified beneficiaries are required to notify Via Benefits in writing of a divorce or legal separation or a dependent child losing dependent status within 60 days of the event or they will lose the right to continue coverage under the HRA.

If a qualified beneficiary elects to continue coverage, they are entitled to the level of coverage under the HRA in effect immediately preceding the qualifying event. They may also be entitled to an increase in their HRA equal to the amounts credited to the HRAs of similarly situated Participants (subject to any restrictions applicable to similarly situated Participants) so long as they continue to pay the applicable premium.

In order to continue coverage, the qualified beneficiary must pay a monthly premium equal to 102% of the cost of the coverage, as determined by the Plan Administrator. The Plan Administrator will notify qualified beneficiaries of the applicable premium at the time of a qualifying event.

Coverage may continue for up to 36 months following the qualifying event, but will end earlier upon the occurrence of any of the following events:

- The date the qualified beneficiary's HRA is exhausted;
- The date the qualified beneficiary notifies the Plan Administrator that they wish to discontinue coverage;
- Any required monthly premium is not paid when due or during the applicable grace period;
- The date, after the date of the qualified beneficiary's election to continue coverage, that they become covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of the qualified beneficiary; or
- Dominion Energy ceases to provide any group health plan.

Q-25. Who do I contact if I have questions about the HRA?

If you have any questions about the HRA, you should contact Via Benefits or the Plan Administrator. Contact information for Via Benefits and the Plan Administrator is provided in the Plan Information Appendix.

Q-26. Can I have coverage under more than one Dominion Energy plan?

No person may be eligible for benefits under this Plan or another Dominion Energy sponsored medical plan as:

- both a retiree and a spouse or surviving spouse;
- both an employee and a spouse or surviving spouse;
- both as an employee and a retiree;

- a dependent of more than one employee, retiree or surviving spouse; or
- any other combination that would result in double coverage under one or more Dominion Energy sponsored medical plans.

Once a person is a Participant, such person cannot become eligible to participate in a different manner, even if the person loses coverage.

Q-27. Starting July 1, 2022, if you're eligible for retiree medical coverage, you have the option to elect or defer coverage when you retire from active employment. The following questions and answers relate to how the retiree medical deferral option works with Via Benefits:

Q: I'm over age 65 and will enroll in coverage through Via Benefits. My spouse is under age 65 and eligible for the Dominion Energy pre-65 retiree medical plan. Can I defer coverage for my spouse?

A: Yes.

Q: I'm under age 65 and eligible for the pre-65 retiree medical plan. My spouse is over age 65 and will enroll in coverage through Via Benefits. If I defer coverage for myself, is my spouse still eligible for coverage through Via Benefits?

A: Yes. The retiree medical deferral provision does not affect anyone who is eligible for Via Benefits. If you defer coverage for yourself, your spouse's enrollment through Via Benefits is not affected.

Q: I deferred my pre-65 retiree medical coverage and I'm now turning age 65. Do I have to re-elect coverage before enrolling for a plan through Via Benefits?

A: No. Your eligibility for coverage through Via Benefits will not be affected by the retiree medical deferral option. Your record will automatically be sent to Via Benefits before you turn 65. You may continue to defer coverage for any dependents.

(Note: Your coverage under the pre-65 retiree medical plan will end at the time you turn age 65.)

PART II
ERISA RIGHTS

This HRA is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that you, as a Plan Participant, will be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may apply a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Plan Coverage

Continue Plan coverage for your eligible spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. However, your spouse or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan for the rules governing COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

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

Enforcement of Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored in whole or in part after you've exhausted the Plan's claims procedures, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic

relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (e.g., if it finds your claim is frivolous).

Assistance with Your Questions

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

Plan Documents

A copy of the formal plan document for the Dominion Energy Ohio Union Retiree Health and Welfare Plan is available upon written request to the Plan Administrator. In the event of any conflict between the terms of this SPD and the terms of the plan document, the terms of the plan document will control.

PART III
LEGAL NOTICES

Mothers' and Newborns' Health Protection Act

The Plan may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a normal vaginal delivery, or less than ninety-six (96) hours following a cesarean section, or require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of the above periods.

Women's Health and Cancer Rights Act

To the extent the Plan provides benefits with respect to mastectomy, it will provide, in the case of an individual who is receiving benefits in connection with a mastectomy and who elects reconstruction in connection with such mastectomy, coverage for all stages of reconstruction of the breast on which a mastectomy was performed, surgery and reconstruction of the other breast to provide a symmetrical appearance, prostheses, and coverage of physical complications at all stages of the mastectomy, including lymphedemas.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Introduction. This notice applies to you if you are covered as an employee, former employee or dependent under a group health plan sponsored by Dominion Energy, Inc. or one of its affiliates (collectively referred to in this notice as the "Company"). The components of the group health plans covered by this notice include the Company's medical, EAP, dental, vision care, wellness benefits, health care flexible spending accounts, and business travel accident (collectively, the "Plans").

This notice describes the legal obligations of the Plans and your legal rights regarding your protected health information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.

Protected health information. The HIPAA privacy rules regulate the use and disclosure by the Plans of "protected health information" (commonly referred to as "PHI"). PHI is any "individually identifiable health information" maintained or transmitted by the Plans (in any form or medium). Individually identifiable health information is health information that identifies you or creates a reasonable basis to believe that it could be used to identify you, including information relating to your health condition or receipt of health care. Health information that is merely in summary form and that does not identify you as its subject is not PHI and may be used or disclosed by the Plans without restriction under the HIPAA privacy rules. For example, the Company may use aggregated data regarding claims paid for all Plan participants to help project benefit costs for the next year. With respect to PHI, however, the HIPAA privacy rules prevent the Plans from using your PHI or disclosing it to the Company or anyone else except as permitted by the HIPAA privacy rules, as authorized by you, or as required by law.

How the Plans may use and disclose your protected health information. Under HIPAA, the Plans may use or disclose your PHI under certain circumstances without your permission, as described below in the following categories:

For treatment, payment, and health care operations: The HIPAA privacy rules permit the Plans and its business associates to use or disclose your PHI without your authorization for purposes of treatment, payment, and health care operations. This may be necessary in order to provide you with health care. Business associates include the Plans' third party claim administrators, as well as brokers, service providers, lawyers, accountants, consultants, and other appropriate persons who help to ensure that the Plans run properly and that you receive any benefits to which you are entitled. PHI may also be shared among the Company's Plans that make up the Plan for purposes of treatment, payment, or health care operations. The terms "treatment," "payment," and "health care operations" are explained in this section:

- "Treatment" means generally the provision, coordination, or management of health care and related services by one or more health care providers. For example, the Plans may disclose your PHI to your doctor and their staff, the Plans' third party administrators and their staffs, and other appropriate persons to help provide you with proper medical treatment.
- "Payment" means any action undertaken by the Plans to obtain premiums, to determine responsibility for providing coverage, or to obtain or provide reimbursement for the health care services you receive. This includes, but is not limited to, eligibility and coverage determinations, billing, claims management and processing, plan reimbursement, reviews for medical necessity, utilization review, and pre-authorization for treatment. For example, the Plans may disclose to your doctors and their staff, the Plans' third-party administrators and their staffs, and other appropriate persons information concerning a particular medical procedure to determine whether the procedure is covered by the Plans.
- "Health care operations" means all the activities involved in the administration of the Plans. This includes, but is not limited to, assessment and improvement, evaluating providers, underwriting and other activities relating to obtaining or amending insurance contracts, disease management, cost management, and other general administrative activities. For example, the Plans may use PHI about you to evaluate the care you are receiving from your providers, or to project benefit costs and determine premiums. However, the Plans will not use your genetic information for underwriting purposes.

For treatment alternatives or health-related benefits and services: The Plans may use and disclose your PHI to send you information about treatment alternatives or other health-related benefits and services that might be of interest to you.

To business associates: The Plans may contract with individuals or entities known as business associates to perform various functions on the Plans' behalf or to provide certain types of services. In order to perform these functions or services, business associates may receive, create, maintain, transmit, use, and/or disclose your PHI, but only after they agree in writing with the Plans to implement appropriate safeguards regarding your PHI. For example, the Plans may disclose your PHI to a business associate to process your claims for Plan benefits or to provide support services, such as utilization management or pharmacy benefits management.

As required by law: The Plans will disclose your PHI when required to do so by federal, state, or local law. For example, the Plans may disclose your PHI when required by national security laws or public health disclosure laws.

To avert a serious threat to health or safety: The Plans may use and disclose your PHI when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, the Plans may disclose your PHI in a proceeding regarding the licensure of a physician.

To the company as plan sponsor: For purposes of administering the Plans, the Plans may disclose to certain Company employees PHI. However, these employees will only use or disclose that information as necessary to perform Plan administration functions or as otherwise required by HIPAA, unless you have authorized further disclosures. Your PHI cannot be used for employment purposes without specific authorization.

For other special situations: In addition, the HIPAA privacy rules permit the Plans to use or disclose your PHI: (i) to facilitate organ and tissue donation and transplantation, if you are an organ donor; (ii) to the military, as required by military command authorities; (iii) for workers' compensation or similar programs, but only as authorized by, and to the extent necessary to comply with, laws relating to workers' compensation and other similar programs that provide benefits for work-related injuries or illness; (iv) for public health activities (e.g., to prevent or control disease, injury, or disability or report births, deaths, and child abuse or neglect); (v) for health oversight activities necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws; (vi) for lawsuits and disputes in response to a subpoena, discovery request, or other court or administrative order, but only if efforts have been made to tell you about the request or to obtain a court or administrative order protecting the information requested; (vii) for law enforcement purposes; (viii) to a coroner, medical examiner, or funeral director to carry out their duties; (ix) for national security and intelligence activities authorized by law; (x) to correctional institutions and for other law enforcement custodial situations in relation to an inmate; (xi) for research, subject to detailed requirements.

Uses and disclosures requiring that you receive an opportunity to agree or object. Certain circumstances might arise where the Plans need to disclose your PHI to family members or another person designated by you in order to ensure that you are receiving appropriate care and to notify certain persons of your medical condition. The Plans will make such disclosures only if you have agreed (or have not objected) to the disclosure. Specifically, the Plans may disclose your PHI to your family member or another person designated by you, but only to the extent the information is directly relevant to such individual's involvement with your care or payment for care. The Plans may also disclose your PHI to notify or assist in notifying your family member or other person responsible for your care of details regarding your location or your general condition. In such cases, you will be given an opportunity to agree or object to the disclosure, and the disclosure will be made only if you either affirmatively agree or you do not object to the disclosure when given the opportunity. If you are incapacitated, the Plans may disclose your PHI to such individuals without providing you with an opportunity to agree or object, if the Plans determine that to do so is in your best interests under the circumstances.

Uses and disclosures requiring your written authorization. Where use or disclosure is not otherwise permitted under the HIPAA privacy rules, the Plans are required to obtain your written authorization before using or disclosing your PHI. For instance, the Plans are required to ask for your written authorization before using or disclosing notes about you obtained from your psychotherapist. If you choose to sign a written authorization to disclose information, you can later revoke that authorization in writing at any time to stop future uses and disclosures, except to the extent the Plans have acted in reliance upon your authorization. The revocation will not be effective for any information that may have been used or disclosed in reliance upon the written authorization and prior to receiving your revocation.

Reservation of the Plans' and Company's rights. Generally, it is the Plans' policy to avoid the use and disclosure of your PHI whenever possible. Therefore, the Plans will not normally use or disclose your PHI, except when necessary for treatment, payment, or health care operations or to comply with the HIPAA privacy rules or other applicable law. However, the Plans reserve the right to use or disclose your PHI in any manner permitted by the HIPAA privacy rules. The Company is also committed to the protection of your PHI and generally seeks to avoid the use and disclosure of your PHI whenever possible. Please remember that health information maintained by the Company as part of your

employment records or through a benefit plan of the Company that is not part of the Plans, such as a short- or long-term disability plan, is not subject to the HIPAA privacy and security rules and may be used or disclosed in accordance with the terms of the applicable benefit plan and the Company's standard policies (subject to applicable law).

Your rights. You have the following rights with respect to your PHI:

- ***Right to inspect and copy:*** You have the right to review and receive copies of your PHI maintained by the Plans in a designated record set or used by the Plan to make decisions about your coverage or benefits. The term "designated record set" means the enrollment, payment, claims adjudication, and case or medical management records maintained by the Plans. If you request copies of this information, you will be charged $0.25 for each page. If the information you request is maintained electronically, and you request an electronic copy, the Plans will provide you a copy in the electronic form and format you request, if the information can be readily produced in that form and format. If the information cannot be readily produced in that form and format, the Plans will work with you to come to an agreement on the form and format. If we cannot agree on an electronic form and format, the Plans will provide you with a paper copy. Your request should be made in writing to the Director, Total Rewards and Labor Relations at the address listed below, and must clearly describe the specific information you are requesting. The Plans will comply with the request within 30 days of your request (60 days if the information is maintained offsite), subject to a possible 30-day extension. Your request may be denied in certain, very limited circumstances. If your request is denied, you will receive a written explanation of the reasons for the denial. If you are denied access to the information, you may request that the denial be reviewed by submitting a written request to Director, Total Rewards and Labor Relations at the address listed below. Please remember that the Plans are only responsible for providing you with information contained in its records. Hospital records and other records not maintained by the Plans must be procured directly from the individual or institution that maintains those records.
- ***Right to an accounting of disclosures:*** You have the right to request an "accounting" of certain disclosures of your PHI. The accounting will not include: (i) disclosures for purposes of treatment, payment, or health care operations; (ii) disclosures made to you; (iii) disclosures you have authorized; (iv) disclosures incidental to a disclosure that is otherwise permitted under this privacy policy; (v) disclosures required for law enforcement or national security purposes; or (iv) disclosures made to friends or family in your presence because of an emergency. You may request one such accounting at no charge every 12 months. For any additional requests, you will be charged $0.25 per page. Your request must be submitted in writing to Director, Total Rewards and Labor Relations at the address listed below, and must state the time period you want this list or accounting of disclosures to cover, which may not be longer than six years before the date of this request.
- ***Right to amend:*** If you believe that information in your record is incorrect or incomplete, you have the right to request that the Plans correct existing information or add missing information. You have the right to request an amendment for as long as the information is kept by the Plans. Your request must be made in writing to Director, Total Rewards and Labor Relations at the address listed below and must state reason(s) supporting your request for a correction or addition. The Plans have 60 days to respond to your request, subject to a possible 30-day extension. The Plans may deny your request if you ask the Plans to amend information that: (i) is not part of the medical information kept by or for the Plans; (ii) was not created by the Plans, unless the person or entity that created the information is no longer available to make the amendment; (iii) is not part of the information that you would be permitted to inspect or copy; or (iv) is already accurate and complete. If your request is denied, you will receive a written explanation of the reasons for the

denial. If the Plans deny your request, you have the right to file a statement of disagreement with the Plans directed to the Director, Total Rewards and Labor Relations at the address listed below and any future disclosures of the disputed information will include your statement.

- ***Right to request restrictions:*** You have the right under HIPAA to request restrictions on the Plans' use or disclosure of your PHI for treatment, payment, and health care operations. You may also request restrictions on disclosures to your family members or other individuals who are involved in your care or payment for your care, such as a friend or family member. For example, you could request that the Plans not use or disclose information about a surgery you had. The Plans will consider your request, but is not required to agree to such restrictions, except in the case of information related to an item or service paid for entirely by you and such restriction is not otherwise prohibited by law. Any restriction agreed to by the Plans will not apply if the use or disclosure is necessary to provide you with emergency treatment. Further, the Plans generally will not agree to restrictions on disclosures related to the Plans' treatment, payment and health care operations. If you wish to request a restriction on disclosures of your PHI, you must send your request in writing to Director, Total Rewards and Labor Relations at the address listed below. In your written request, you must tell the Plan: (i) what information you want to limit; (ii) whether you want to limit the Plans' use, disclosure, or both; and (iii) to whom you want the limits to apply (ex: disclosures to your spouse). If the Plans accept your request, you will receive written notification from Director, Total Rewards and Labor Relations that your request has been accepted.
- **Right to request confidential communications:** The Plans will also accommodate reasonable requests for you to receive communications of your PHI at alternate locations or by alternate methods. For example, you may ask that the Plans only contact you at work or by mail. To request confidential communications, you must make the request in writing to Director, Total Rewards and Labor Relations at the address listed below. Your request must specify how or where you wish to be contacted. The Plans will not ask you the reason for your request. The Plans will accommodate all reasonable requests.
- **Right to request a paper copy of this notice:** You may request a paper copy of this same notice that you are reading online at any time by contacting the Dominion Energy Benefit Center at 1-800-730-7230 or at the address listed at the end of this policy.
- **Right to be notified of a breach:** You have the right to be notified in the event that the Plans (or a business associate of the Plans) discovers a breach of your unsecured PHI.

Personal representatives. You may exercise your rights through a personal representative, provided that such individual produces evidence of their authority to act on your behalf. The Plans will only accept the following as evidence of such authority: (1) a power of attorney for health care purposes notarized by a notary public; (2) a court order appointing the individual as your conservator or guardian; or (3) proof that such individual is your parent (if you are a minor). Your personal representative will be treated as you would with respect to access to your PHI and your other rights under the HIPAA privacy rules. However, the Plans retain the discretion to deny your personal representative access to your PHI if the Plans find evidence that such denial is necessary to protect you from abuse or neglect.

The Plans' legal duties. The HIPAA privacy rules require the Plans to maintain the privacy of your PHI, to provide this notice about its information practices, and to follow the practices described in this notice. The Plans may change their privacy policies at any time, and changes may apply to all PHI held by the Plans at the time of the change. If the Plans make a significant change in policy, a revised Notice of Privacy Practices will be distributed to all current Plan participants within 60 days of the effective date of the change.

This notice and the privacy policies of the Plans and the Company do not create any legal rights, contractual or otherwise, under state or federal law, but simply give you notice of the Plan's obligations and your rights under the HIPAA privacy rules.

Complaints. If you are concerned that the Plans have violated your rights under the HIPAA privacy rules, you may contact the Company's Compliance Line at 1-800-628-1798. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. Neither the Plans nor the Company will retaliate against you in any way for exercising your right to file a complaint.

You may contact the Director, Total Rewards and Labor Relations at the following address and phone number for more information on the Plans' privacy practices:

Dominion Energy, Inc.
Attn: Benefits Department, HIPAA
P.O. Box 27007
Richmond, VA 23261
1-800-730-7230

Revision Date of this Privacy Notice: November 24, 2021

PLAN INFORMATION APPENDIX

Name of Plan:	Dominion Energy Ohio Union Retiree Health and Welfare Plan
HRA Effective Date:	January 1, 2016
Name, address, and telephone number of the Plan Sponsor:	Dominion Energy, Inc. 120 Tredegar Street Richmond, Virginia 23219 804-819-2000
Employer:	Dominion Energy Ohio
Name, address, and telephone number of the Plan Administrator: The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the discretion to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.	Dominion Energy Services, Inc. 120 Tredegar Street Richmond, Virginia 23219 (804) 819-2000
Agent for Service of Legal Process:	CT Corporation System 4701 Cox Road, Suite 301 Glen Allen, VA 23060
Sponsor's federal tax identification number:	54-1229715
Plan Number:	951
Plan Year:	January 1 through December 31

HRA Administrator: For general information about the HRA, and to obtain claim forms or submit appeals, use the following contact information: **For reimbursement requests only**, submit reimbursement forms and supporting documentation to Via Benefits using one of the following methods:	Via Benefits 38 East Scenic Pointe Drive, Suite 200 Draper, UT 84020 Telephone: (855) 238-0483 my.viabenefits.com/dominionenergy Via Benefits website or mobile app: https://my.viabenefits.com/dominionenergy By Mail: Via Benefits PO Box 981156 El Paso, TX 79998-1156 By Fax: 1-866-886-0878
Dominion Energy Benefits Center:	1-877-434-6996
Funding:	Benefits are paid from Dominion Energy's general assets and/or from one or more trusts established for the purpose of providing benefits under the Plan.