

**A SUMMARY PLAN DESCRIPTION OF THE  
SUPPLEMENTAL HEALTH PLAN FOR  
DOMINION TRANSMISSION, INC.  
AND HOPE GAS, INC., DBA DOMINION HOPE  
ACTIVE AND RETIRED PARTICIPANTS**

A PLAN OF THE UWUA NATIONAL HEALTH AND WELFARE FUND

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION .....	1
DEFINITIONS.....	3
Accumulated Contributions .....	3
Board of Trustees or Trustees .....	3
Code .....	3
Collective Bargaining Agreement or CBA.....	3
Effective Date .....	3
Employee .....	3
ERISA.....	3
Local 69-II .....	3
Dominion or Employer .....	3
Dominion Plan .....	4
Dominion Retiree Plan.....	4
Retiree.....	4
UWUA Fund.....	4
Supplemental Plan .....	4
PARTICIPATION AND ELIGIBILITY .....	5
Participation/Eligibility.....	5
Termination of Participation.....	5
Eligibility Requirements for Employees and Retirees.....	5
Loss of Eligibility for Coverage .....	5
Continuation of Coverage under COBRA .....	6
Qualified Medical Child Support Orders.....	7
FUNDING AND BENEFITS .....	8
Funding.....	8
Description of Benefits .....	8
Change in Benefits.....	9
Limits on Benefits.....	9
Health Insurance Protection and Portability Act .....	9
GENERAL PROVISIONS .....	10
Authority .....	10
Claims for Benefits .....	10
Appeals Procedure When a Claim for Benefits is Denied .....	10
Termination of the Supplemental Plan .....	12
Controlling Law .....	12
Liability of Plan .....	12

GENERAL INFORMATION .....	13
Plan Name .....	13
Type of Plan .....	13
Plan Number .....	13
Sponsor's Name and Address .....	13
Plan Identification Number .....	13
Type of Administration .....	13
Plan Administrator .....	13
Plan Trustees .....	14
Collective Bargaining Agreement and Employer Sponsors .....	14
Your ERISA Rights Under the Plan .....	14

**A SUMMARY PLAN DESCRIPTION OF THE SUPPLEMENTAL HEALTH PLAN  
FOR DOMINION TRANSMISSION, INC. AND HOPE GAS, INC., DBA DOMINION  
HOPE PARTICIPANTS**

**INTRODUCTION**

Effective \_\_\_\_\_, 2003, the Utility Workers Union of America National Health and Welfare Fund (“UWUA Health and Welfare Fund”) provides a *Supplemental Health Plan for Dominion Transmission, Inc. and Hope Gas, Inc., DBA Dominion Hope Active and Retired Participants* (Supplemental Plan) which covers a portion of the cost of benefits for those who qualify for benefits under the *Dominion Transmission/Hope Gas Flexible Benefits Plans*, which covers Employees under this Supplemental Plan (“Dominion Plan”) or the retiree medical plan sponsored by Dominion, which covers Retirees under this Supplemental Plan (“Dominion Retiree Plan”). The Supplemental Plan provides payment to the Dominion Plan or Dominion Retiree Plan, or the appropriate Dominion Plan or Dominion Retiree Plan administrator, of the required employees’ shares and eligible retirees’ shares of medical expenses paid by the company under the Dominion Plan or Dominion Retiree Plan.

This document contains definitions and general administrative procedures which govern this Supplemental Plan. This Supplemental Plan is intended to qualify as a “welfare benefit plan” within the meaning of Section 419(e) of the Internal Revenue Code of 1986, as amended, and to meet the requirements of any other applicable provisions of law including the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

The Board of Trustees of the UWUA Health and Welfare Fund further intend the terms of this Summary Plan Description of the Supplemental Plan to be the official text governing the operation of the Supplemental Plan.

This Supplemental Plan was created as a result of a Collective Bargaining Agreement (CBA) between the United Gas Workers’ Union, Local No. 69, Division II, UWUA, AFL-CIO (“Local 69-II”) and Dominion Transmission, Inc. and Hope Gas, Inc., DBA Dominion Hope (Dominion).

This CBA requires certain periodic employee payments to be made for Participants to receive health plan coverage, but also establishes certain employer contributions to be made to a trust fund for purposes of funding the benefits provided for in this Supplemental Plan.

The Supplemental Plan, therefore, operates in direct relationship to the CBA and the health plans of Dominion. If the Dominion Plan and/or Dominion Retiree Plan and the CBA call for greater employee payments, this Supplemental Plan would provide those payments. Likewise, if the Dominion health plans are changed or modified, or if the CBA requires fewer employee payments, this Supplemental Plan would lower its payments.

The Supplemental Plan cannot provide more health care benefits than the Accumulated Contributions allow. Local 69-II and Dominion receive regular reports as to the current level of Accumulated Contributions. If the Accumulated Contributions are insufficient, benefits will have to be modified or the Supplemental Plan will be terminated by the Trustees of the UWUA Health and Welfare Fund, in which case the Participants will have to bear the full cost of premiums, contributions or medical expenses not paid by Dominion or the Supplemental Plan.

This Summary Plan Description explains the operation of the Supplemental Plan in detail. For additional information about the Dominion health plans, you should refer to the plan documents of the Dominion health plans or contact the administrators of the Dominion health plans. For further information on the terms of the CBA or the Accumulated Contributions in this Supplemental Plan, you should contact your Local 69-II union representative.

## DEFINITIONS

The following terms will have the meanings set forth below, unless a contrary meaning is clearly intended by the context in which they are written.

**“Accumulated Contributions”** means the amount of Employer contributions made to the UWUA Fund, increased (or decreased) by investment earnings (for losses) allocated by the Board of Trustees and reduced by health care benefit payments or administrative charges allocated by the Board of Trustees.

**“Board of Trustees”** or **“Trustees”** means the Trustees of the UWUA Health and Welfare Fund.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, and regulations issued thereunder.

**“Collective Bargaining Agreement”** or **“CBA”** means the contract between Local 69-II and Dominion covering Employees which expires April 1, 2005, as well as any future contracts which expressly require the Employer to make contributions to the UWUA Fund for health care benefits.

**“Effective Date”** means \_\_\_\_\_, 2003.

**“Employee”** means an employee who is employed by the Employer and who qualifies for coverage under the Dominion Plan.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“Local 69-II”** means the United Gas Workers’ Union, Local No. 69, Division II, UWUA, AFL-CIO.

**“Dominion”** or **“Employer”** means Dominion Transmission, Inc. and Hope Gas, Inc., DBA Dominion Hope.

**“Dominion Plan”** means the medical options available under the Dominion Transmission/Hope Gas Flexible Benefits Plan available to employees of the Employer and their eligible dependents.

**“Dominion Retiree Plan”** means the Dominion-sponsored retiree medical plan available to Retirees and their eligible dependents.

**“Retiree”** means a former Employee of Dominion formerly represented by Local 69-II who retired, after December 31, 2002, from work at Dominion while covered by the Collective Bargaining Agreement and who qualifies for coverage under the Dominion Retiree Plan, or a surviving spouse of deceased former Employee who retired on or after December 31, 2002.

**“Supplemental Plan”** means the Supplemental Health Plan for Dominion Active and Retired Participants as contained in this document.

**“UWUA Fund”** means the Utility Workers Union of America National Health and Welfare Fund.

## **PARTICIPATION AND ELIGIBILITY**

### **Participation/Eligibility**

You are a Participant in this Supplemental Plan if:

- (1) For Employees
  - (a) you are an Employee employed by Dominion; and
  - (b) you are eligible and enrolled for benefits from the Dominion Plan.
- (2) For Retirees
  - (a) you are a retiree of Dominion; and
  - (b) you are eligible and enrolled for benefits from the Dominion Retiree Plan

You become a Participant on the Effective Date or, if later, at the time you enroll in the Dominion Plan.

### **Termination of Participation**

Your participation in this Supplemental Plan will terminate if your active employee coverage terminates under the Dominion Plan, your retiree coverage terminates under the Dominion Retiree Plan or this Supplemental Plan terminates. Your participation also terminates if Dominion Plan coverage continues because of your payments under COBRA eligibility conditions.

### **Eligibility Requirements for Employees**

You will be automatically eligible for coverage under this Supplemental Plan if you are a Participant as defined above.

### **Loss of Eligibility for Coverage**

The following events could cause you to lose your coverage under the Supplemental Plan:



- (a) you lose eligibility for benefits under the Dominion Plan or Dominion Retiree Plan. Note: Continuation coverage through COBRA is not considered as eligibility for this Supplemental Plan;
- (b) the Dominion Plan is terminated;
- (c) you fail to qualify for the Dominion Retiree Plan or the Dominion Retiree Plan is terminated;
- (d) the Trustees, in the exercise of their discretion, determine that the amount of the Accumulated Contributions in this Supplemental Plan provided under the Collective Bargaining Agreement(s) is not adequate to provide health care benefits under this Supplemental Plan, and the Supplemental Plan is terminated by the Board of Trustees;
- (e) you transfer into an employment position with Dominion (or another Dominion company) that is not covered by the Collective Bargaining Agreement; or
- (f) the Supplemental Plan is amended by the Board of Trustees to pay only a portion of the health care benefit, and the Employee fails to pay the remainder of that portion.
- (g) the Collective Bargaining Agreement is amended to terminate this Supplemental Plan.

### **Continuation of Coverage under COBRA**

You and your Dependents may elect to continue coverage under the Dominion Plan to the extent such continuation is required for a group health plan by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), and in accordance with the terms and conditions of benefit coverage continuation provided by COBRA. The provisions for COBRA continuation coverage are set forth in the Summary Plan Description of the Dominion Plan.

Continuation coverage under COBRA does not provide eligibility for this Supplemental Plan.

### **Qualified Medical Child Support Orders**

To the extent that health care benefit coverage is provided by the Dominion Plan in accordance with the provisions of any court judgement, decree or order which:

- (a) requires group health coverage for an Participant's child, and
- (b) meets the requirements of Section 609(a) of ERISA as a qualified medical child support order,

health care benefit coverage will be provided by the Dominion Plans for as long as the child satisfies the definition of dependent for the applicable health care benefits, and the qualified medical child support order is effective.

This Supplemental Plan covers Participants with Qualified Medical Child Support Orders.

## FUNDING AND BENEFITS

### Funding

The sole responsibility and liability of the Employer is to make the contributions required under the Collective Bargaining Agreement on a timely basis. The Supplemental Plan is funded by Employer contributions made to the UWUA) Fund pursuant to the Collective Bargaining Agreement. This Supplemental Plan is one of several health and welfare plans sponsored by the Trustees of the UWUA Fund.

The Trustees maintain insurance policies to protect the UWUA Fund from large or unusual medical claims provided on a self-funded basis to other UWUA Fund participants.

### Description of Benefits

The Supplemental Plan provides reimbursement to the Dominion Plan or Dominion Retiree Plan of a portion of the actual monthly health care benefits for Employees or Retirees or their eligible dependents as provided under the Dominion Plan and the Dominion Retiree Plan.

The amount reimbursed to Dominion generally is equal to the aggregate amount of Employee payments otherwise required in order for an Employee, Retiree or eligible dependent to receive coverage under the Dominion Plan or Dominion Retiree Plan. The amount reimbursed may be less if the actual medical expenses incurred under the Dominion Plan or Dominion Retiree Plan for any particular calendar month is less than the aggregate amount of Employee contributions required for that month.

In the event that the Supplemental Plan is terminated for any reason or the amount of Accumulated Contributions is insufficient to provide health care benefits, then your share of the amount that would have been contributed by Dominion to the Supplemental Plan will be paid to you as additional wages, and you will be responsible for the Employee or

Retiree payments in accordance with the terms of the Collective Bargaining Agreement and applicable Plan.

Benefits do not include payments for deductibles, co-payments, exclusions or limitations that may be required to be paid when services are received by Employees or for continuation coverage under COBRA.

A detailed description of the health care benefits provided through the Dominion Plan or Dominion Retiree Plan is contained in the Summary Plan Descriptions of those Plans.

### **Change in Benefits**

In the event that any requirements for Employee contributions for coverage by the Dominion Plan or Dominion Retiree Plan are modified or amended, those changes shall be automatically incorporated and made part of the Supplemental Plan.

### **Limits on Benefits**

Health care benefits under the Supplemental Plan will not be paid during a work stoppage.

Health care benefits will not be paid beyond the amount of Accumulated Contributions determined by the Trustees to be available for this purpose. Local 69-II and Dominion are regularly informed of the amount of Accumulated Contributions in the UWUA Fund. The Board of Trustees will notify the Participants through Dominion and Local 69-II if health care benefits are modified or terminated because of this limitation.

### **Health Insurance Protection and Portability Act**

Under Federal law, health care benefits provided by this Supplemental Plan may not be restricted for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a caesarian section, or require plan authorization for any length of stay not in excess of the above periods.

## GENERAL PROVISIONS

### Authority

Except for any question regarding the amount or payment of any reimbursement or health care benefits payable to the Dominion Plan or Dominion Retiree Plan, or the Plans' administrator, the Board of Trustees has the authority to control and manage the administration of this Supplemental Plan and to interpret the Supplemental Plan, subject to the Agreement and Declaration of Trust of the UWUA Fund, the Collective Bargaining Agreement(s), the participation agreement between Dominion and the UWUA Fund, and ERISA.

### Claims for Benefits

Claims for reimbursement of health care benefits under the Supplemental Plan are submitted to the UWUA Fund by the plan administrators of the Dominion Plan or Dominion Retiree Plan on behalf of eligible Employees and Retirees. If you are an Employee or Retiree, you, therefore, should not submit a claim for health care benefits to the UWUA Fund unless you have been asked to make Employee or Retiree payments to the Dominion Plan or Dominion Retiree Plan and you believe that you are eligible for health care benefits from the Supplemental Fund. Before submitting a claim for health care benefits, you should verify eligibility with your Local 69-II representative.

### Appeals Procedure When a Claim for Benefits is Denied

If your claim for health care benefits is denied or partially denied, or if the Trustees require additional time due to special circumstances to reach a decision, you will be notified by the plan administrator within 90 days of receipt of the written claim form on which the claim is based. Claims must be filed no later than six months following the date on which the benefit, in the normal course, would have been paid. The written denial will state:

- the specific reasons

- a reference to the specific Supplemental Plan provision(s) on which the denial is based;
- a description of any additional material or information necessary to correct the claim and the reason why such material or information is needed; and
- an explanation of the Supplemental Plan's claim review procedures.

If health care benefits are denied, in whole or in part; if you disagree with an UWUA Fund policy, determination, or action in whole or in part; if you have a question concerning your claim; or if you have been adversely affected by an action or decision of the Board of Trustees, you should file a written appeal to the Board of Trustees at 1343 L St. N.W., Washington, DC 20005.

Your written appeal should state the reason for your appeal. The Trustees or a designated committee of the Trustees will review your appeal at their next regularly scheduled meeting immediately following the receipt of your appeal unless your appeal was received by the UWUA Fund Office within 30 days of the date of the meeting. In this case, your appeal will be reviewed at the second meeting following receipt of the appeal. You may wish to contact the UWUA Fund Office concerning the date of the next meeting so that you may submit your appeal in time to be heard at that meeting. If special circumstances require an extension of the time for review by the Trustees or the committee, you will be notified in writing.

You will receive written notice of the decision of the Trustees or committee promptly following the review. The notice will explain the reason for the decision, will include references to Supplemental Plan provisions on which the decision is based, and may indicate if additional information might help your claim.

In connection with an appeal or renewed appeal, you may review documents in the UWUA Fund Office after making arrangements or you may request that documents be

provided to you. The UWUA Fund may charge \$.25 per page to provide documents to you and this amount must be paid in advance.

### **Termination of the Supplemental Plan**

The Employer and Local 69-II as well as the Board of Trustees have reserved the authority to terminate the Supplemental Plan. Should the Supplemental Plan terminate, the Board of Trustees shall, in their exclusive discretion, after the payment or provision for the payment of health care benefits payable prior to the date of termination, use any remaining Accumulated Contributions until they are exhausted to provide health and welfare benefits for Participants at the time of termination, or to transfer remaining Accumulated Contributions to an appropriate successor plan.

### **Controlling Law**

This Supplemental Plan and all rights thereunder will be governed by and construed in accordance with the laws of the District of Columbia except where applicable Federal laws and regulations control.

### **Liability of Plan**

The use of services of any health care provider is the voluntary act of the Participant or dependent even in cases where the Dominion Plan or Dominion Retiree Plan limits coverages to certain providers. The health care providers rendering service in connection with this Supplemental Plan are independent contractors, and as such, the Supplemental Plan makes no representation regarding the quality of service or treatment of any provider and is not responsible for the negligence of any provider rendering services or supplies in connection with this Supplemental Plan.

Continuation coverage under COBRA does not provide eligibility for this Supplemental Plan.

### **Qualified Medical Child Support Orders**

To the extent that health care benefit coverage is provided by the Dominion Plan in accordance with the provisions of any court judgement, decree or order which:

- (a) requires group health coverage for an Participant's child, and
- (b) meets the requirements of Section 609(a) of ERISA as a qualified medical child support order,

health care benefit coverage will be provided by the Dominion Plans for as long as the child satisfies the definition of dependent for the applicable health care benefits, and the qualified medical child support order is effective.

This Supplemental Plan covers Participants with Qualified Medical Child Support Orders.



## GENERAL INFORMATION

### Plan Name

Supplemental Health Plan for Dominion Active and Retired Participants, a Plan of the UWUA Health and Welfare Fund.

### Type of Plan

Health Benefit Plan

### Plan Number

\_\_\_\_\_

### Sponsor's Name and Address

Utility Workers Union of America National Health and Welfare Fund

\_\_\_\_\_

### Plan Identification Number

\_\_\_\_\_

### Type of Administration

The Supplemental Plan is administered by the Board of Trustees of the UWUA Health and Welfare Fund.

### Plan Administrator

The Board of Trustees  
UWUA Health and Welfare Fund  
[Address]  
[phone]

### Service of Legal Process

Service of legal process may be made on any one of the Trustees at his or her address listed below.

## **Plan Trustees**

<b>Union Trustees</b>	Donald Wightman [Address]	Robert Mitchell [address]
<b>Employer Trustees</b>	Michael McNally [address]	John J. Higgins [address]

## **Collective Bargaining Agreement and Employer Sponsors**

The Supplemental Plan is maintained pursuant to a Collective Bargaining Agreement. Copies of the agreement may be obtained by Participants upon written request to the Plan Administrator and are available within 30 calendar days after written request is received. The Collective Bargaining Agreement is also available from the Employer or Local 69-II.

Upon written request to the Board of Trustees, you may obtain a complete list of employers or employee organizations sponsoring the Supplemental Plan and information concerning whether a particular Employer or employee organization is a sponsor of the Supplemental Plan, and, if so, the address of that sponsor.

## **Your ERISA Rights Under the Plan**

The following statement of your rights under the Employee Retirement Income Security Act of 1974 (ERISA) is furnished in compliance with Section 104(c) of ERISA.

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

- *Examine*, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the plan with U.S. Department of Labor, such as detailed annual reports and plan descriptions.

- *Obtain copies* of all plan documents and other plan information upon written request to the plan administrator. The administrator may make 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.

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 you and other 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 benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial.

You have the right to have the trustees review and reconsider your claim. Under ERISA, there are steps you can take to enforce these 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 up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator.

If you have a claim for health care benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If you believe that the plan fiduciaries have misused the plan's money, or that you have been 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.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration,

U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, DC 20210.