WGL Retiree HRA Plan

Summary Plan Description

January 1, 2015

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This Summary Plan Description ("SPD") provides a summary of the WGL Retiree HRA Plan (the "HRA Plan" or the "Plan"). As such, this document provides a summary of benefits available to eligible Retirees and is intended to comply with the summary plan description requirements under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). While every attempt has been made to make this information as accurate and complete as possible, if the summary description differs from a provision contained in the Plan or any related contract, the Plan document or contract controls.

The HRA Plan provides you with the opportunity to receive tax-free medical expense reimbursements through an account established under the Plan. Additional terms of the HRA Plan may be found in other legal documents and instruments governing the Plan. This SPD, together with the other legal documents and instruments governing the Plan, comprise the HRA Plan, effective January 1, 2015. Although Washington Gas Light Company ("Washington Gas") intends to continue the benefits described in this SPD, Washington Gas reserves the right to unilaterally modify, suspend, or terminate any of the benefits referenced in this SPD at any time and for any reason. The benefits described in this SPD are provided at the discretion of Washington Gas and do not create a contract between Washington Gas and any individual. The Plan creates no vested rights of any kind. Eligible Retirees and covered Spouses and Dependents are not entitled to any vested benefits or any vested rights under the Plan. Nothing in the Plan shall be construed as giving any person rights against the Plan, the Company, the Plan Administrator, or any of their employees or agents.

The SPD contains important details, procedures and contact information to help you fully understand and use your benefits and programs. Please take the time to read it carefully so that you can completely understand the Plan and its options along with your responsibilities and obligations. We also suggest that you share this information with your eligible dependents.

Because of the many detailed provisions of the Plan, no one other than the office of the Plan Administrator and the delegated representatives indicated in this SPD are authorized to advise you as to your benefits. For this reason, Washington Gas cannot be bound by statements made by unauthorized personnel. If you have questions regarding this SPD or the information described in the SPD, please call (703) 750-7558.

Introduction

About the Plan

The Plan offers you and your eligible dependents a way to be reimbursed for certain health care costs that you pay out of your pocket, such as premiums for coverage and your share of eligible health care expenses.

The Plan is first effective January 1, 2015. As of December 31, 2014, if you are eligible to participate in the Plan, your coverage under the Washington Gas Light Company Retiree Medical Plan will cease.

If you have any questions about the Plan and how it works after reading this SPD, contact Washington Gas HR Services. You can also obtain information directly on the HRA Plan website. The website address and the phone number for Washington Gas HR Services are listed at the bottom of each page of this SPD for your convenience.

Note: Certain terms are capitalized when they appear in this SPD. These terms are defined in the Glossary section.

Participation in the HRA Plan

Who Is Eligible

General Rule

Subject to the Special Eligibility rules described below, Eligible Retirees are Retirees who meet the following criteria:

(1) The Retiree is age 65 or older and is eligible for Medicare; and

(2) The Retiree had ten (10) or more years of continuous service as an employee, as determined pursuant to the Participating Company's records; and

(3) For Retirees who retire on or after January 1, 2015:

- If the Retiree retires on or after his or her 65th birthday, the Retiree was an active participant in the Washington Gas Employees Group Medical Plan immediately prior to retirement

- If the Retiree retires before his or her 65th birthday, the Retiree was an active participant in the Washington Gas Retiree Medical Plan immediately prior to reaching age 65; and

(4) For Retirees who retired prior to January 1, 2015:

- The Retiree was covered under the Washington Gas Employees Group Medical Plan or the Washington Gas Retiree Medical Plan as of December 31, 2014; or

- The Retiree retired on or before January 1, 2013, and waived or voluntarily terminated coverage under the Washington Gas Retiree Medical Plan on or after January 1, 2013 and before April 30, 2014; and

(5) At retirement, the Retiree:

- is immediately eligible for pension benefits under the Participating Company's pension plan , has worked continuously until retirement, has elected to have pension benefits begin immediately upon retirement, and has completed the paperwork necessary to be receiving such benefits within a reasonable period of time; or

- is a management employee who made an irrevocable election under the "Retirement Choice" program to stop earning additional benefits under the Participating Company's defined benefit pension plan, and instead receive an enhanced benefit under the Participating Company's 401(k) plan and has: (i) worked continuously for a Participating Company until attainment of age 55 or later; (ii) elected to have any pension benefits payable under the Participating Company's defined benefit pension plan begin immediately upon retirement; and (iii) completed the paperwork necessary to be receiving such benefits within a reasonable period of time; or

- was first hired (or rehired) on or after the dates described in the chart directly below and therefore is not eligible to participate in the Participating Company's defined benefit pension plan, and has worked continuously for a Participating Company until attainment of age 55 or later; provided, however, that if any such Retirees are rehired employees who have benefits payable under the Employer's defined benefit pension plan from a prior period or periods of employment, the requirements under paragraphs above must be satisfied.

Hire Date	Employee Group/Bargaining Unit
1-1-09	Int'l Brotherhood of Teamsters & OPEIU Local 2
7-1-09	Management Employees
1-1-10	IBEW Local 1900 & Hampshire Gas Employees

Retirees – Special Eligibility Rules

If an Eligible Retiree who is covered under the HRA Plan subsequently becomes employed by a Participating Company or an affiliate of a Participating Company, then the Eligible Retiree shall cease to be eligible under the Plan. A Retiree who is no longer eligible under the previous sentence shall be eligible to reenroll in the HRA Plan within 30 days following the end of employment with the Participating Company or affiliate.

If an Eligible Retiree is covered under the Plan, and subsequently becomes employed and eligible for active health coverage with an employer other than a Participating Company or affiliate, then the Eligible Retiree's coverage under the Plan will be secondary.

Eligible Dependents

Your Spouse and Dependents will be eligible to participate in the HRA Plan under certain circumstances.

Spouses—An Eligible Retiree's Spouse who is entitled to Medicare and who has reached age 65 may be covered by the HRA Plan. The HRA Plan also covers Medicare-eligible Spouses age 65 and older married to Retirees who (1) have not yet reached age 65 and (2) are currently participants in good standing in the Washington Gas Retiree Medical Plan. A Retiree cannot cover a former Spouse once divorced or if the marriage has been annulled. If the Retiree is separated but still legally married, his or her Spouse may still be covered.

Children – An Eligible Retiree may cover a child that meets the following criteria as a Dependent:

- age 65 and entitled to Medicare;
- the Retiree's "child" as defined in Internal Revenue Code section 152(f)(1);
- unmarried;
- incapable of self-support because of mental or physical incapacity that began before the child reached age 26;

- resides with the Retiree for more than half the year (temporary absences due to illness, education, vacation, and similar circumstances are not treated as absences); and
- does not provide more than half of his or her own support.

For Retirees who retired prior to January 1, 2015, only Spouses and Dependents that were covered under the Washington Gas Retiree Medical Plan on December 31, 2014 and that remain covered on the date that the Spouse or Dependent reaches 65, if later, may be covered under the HRA Plan.

For Retirees who retire on or after January 1, 2015, only Spouses and Dependents that are covered under the Washington Gas Employees Group Medical Plan on the date you retire and, if the Spouse or Dependent was under age 65 at the time of your retirement, covered by the Washington Gas Retiree Medical Plan on the date that the Spouse or Dependent reaches 65, may be covered under the HRA Plan.

An Eligible Retiree's Dependents, if any, will automatically cease to be covered on the date they no longer qualify as dependents under section 152(f)(1) of the Code. This limitation does not apply to Spouses and Dependents who are also employed by Washington Gas, or Surviving Dependents. Spouses and Dependents employed by Washington Gas or its affiliates are not eligible to participate in the HRA Plan while they are employed, but may be eligible when their employment ends. Spouses and Dependents who are employed by Washington Gas on the date of the Retiree's retirement and are otherwise eligible for the HRA Plan shall be eligible to enroll in the Plan within 30 days following their termination of employment with Washington Gas.

Dependent Coverage at Death of a Retiree

Upon the death of a Retiree, the Retiree's participation in the HRA Plan will automatically cease. However, in general, coverage then in effect for the Surviving Spouse and Dependents will continue in effect, unless the Spouse remarries or the Dependent marries, which would cause their coverage to cease. Please see "End of Participation" for more information on when coverage ends.

Please advise the Employee Benefits Department promptly and no later than 30 days when subsequent changes take place in the status of your Spouse or Dependent(s).

Who Is Not Eligible

You are not eligible for an HRA Account when you are Medicare-eligible if you:

- Fail to satisfy the eligibility criteria described above; or
- Forfeit HRA Plan eligibility as described below in "When Participation Ends"; or
- Waive coverage. If you waive coverage under the HRA Plan at any time, you and your family will be unable to enroll in the Plan at a later date. Waiver of coverage must be in writing.

Additional Plan Rules Relating to Eligible Dependents

Washington Gas reserves the right to request documentation to verify the eligibility of your Spouse and Dependents at any time. You may be required to provide documentation at enrollment or during periodic Spouse and Dependent eligibility verification audits conducted by Washington Gas.

When Participation Ends

Retirees

Your participation in the HRA Plan ends on the earliest of:

- The date of your death;
- The last day of the month in which you fail to satisfy the HRA Plan eligibility requirements for any reason;
- The last day of the month in which you voluntarily terminate your coverage;
- The date on which you become employed by Washington Gas or its affiliate; **or**
- The date on which the HRA Plan is terminated.

Spouse and Dependents

Your Spouse's or Dependent's participation in the HRA Plan ends on the earliest of:

- For a Spouse, the date of divorce (subject to COBRA);
- The last day of the month following your remarriage if you are a Surviving Spouse receiving benefits under the Plan;
- The last day of the month following your marriage if you are a Dependent receiving benefits under the Plan;
- The date the Spouse or Dependent dies;
- The last day of the month in which coverage terminates because your Spouse or Dependent no longer meets the HRA Plan's eligibility requirements other than by reason of divorce;
- The date on which the Retiree, Spouse, or Dependent becomes employed by Washington Gas or its affiliate;
- The last day of the month in which you voluntarily terminate your coverage or your Spouse or Dependent coverage;
- If your Spouse is eligible for the HRA Plan but you (the Retiree) are under age 65 and participating in the Washington Gas Retiree Medical Plan, the last day of the month in which you voluntarily terminate your coverage under the Washington Gas Retiree Medical Plan (through non-payment of premiums or otherwise); or
- The date on which the HRA Plan is terminated.

Coverage may terminate retroactively if you failed to inform the HRA Plan that your Spouse and/or a Dependent no longer meets the HRA Plan's eligibility requirements.

Termination of Coverage in the Event of Fraud

Notwithstanding any of the above, your participation in the HRA Plan may also terminate if you or your covered Spouse and/or Dependent(s):

- Provide false information or make a misrepresentation in connection with a claim for participation or reimbursement;
- Obtain or attempt to obtain reimbursement by means of false, misleading or fraudulent information, acts or omissions; or
- Fail to provide documents requested by the Plan Administrator to verify representation made by you in connection with eligibility or continued eligibility for benefits for yourself or your Spouse and/or Dependents.

Termination of coverage may be retroactive in the event of fraud or intentional misrepresentation. If your participation or your covered Spouse's and/or a Dependent's participation in the HRA Plan is terminated due to any of the reasons described above, you and your Spouse and/or Dependent will not be eligible to re-enter the Plan.

Your HRA Account

The WGL Retiree HRA Plan is a health reimbursement account plan. The HRA Plan provides plan Participants with an annual Contribution to help purchase insurance coverage to supplement the participant's benefits under Medicare, dental and vision insurance, and certain out of pocket medical expenses. If a Participant does not spend the entire Contribution, he or she can roll the amount forward to help pay for future healthcare costs. The HRA Plan also has a special provision that provides coverage for certain prescription drug costs.

Establishing an HRA Account

For Retirees

If you are eligible to participate in the HRA Plan, an HRA Account will be established for you automatically.

For Your Spouse and Dependents

If you have a Spouse or Dependents who are eligible to participate in the Plan, you will also receive a Contribution for them in your HRA account effective as of the first day of the month in which they each become eligible for the Plan.

If you are under 65, but your Spouse is age 65 or over and also meets the other eligibility requirements, an HRA Account in your name will be set up for your Spouse. You must remain covered under the Washington Gas Retiree Medical Plan in order for your Spouse to be covered under the HRA Plan.

If both you and your Spouse retire from Washington Gas, are 65 or older, and are eligible for an HRA Account, you will have a single joint HRA Account.

Contributions to Your HRA Account

Neither you nor your eligible Spouse or Dependents may contribute to the HRA Account.

Each Participant (including Spouses and Dependent(s)) will be allocated a designated amount communicated to you prior to the beginning of the Plan year for reimbursement of approved healthcare expenses. This is your HRA Account Contribution. If the Participant enters the plan mid-year, the HRA Account Contribution amount will be prorated. Any amounts left in the account at the end of the Plan year will be rolled over to be used in subsequent Plan years. The HRA Account does not earn interest. Any premium or expense above the amount in your HRA Account is your responsibility.

Call AON Hewitt Retiree Exchange if you have questions about your HRA Account Contribution.

Washington Gas has the right to adjust or discontinue the Contribution at any time and for any reason.

Tax Information

The Contribution credited to your HRA Account and any expense reimbursed generally is not taxable.

You should consult with a tax advisor regarding state and federal tax rules.

Highly Compensated Individuals

If you are a Highly Compensated Individual, as defined in 105(h) of the Internal Revenue Code (the "IRC"), HRA Account reimbursements may be limited or treated as taxable compensation to comply with the IRC, as determined by the Plan Administrator. If this applies to you, you will be notified.

Rolling Over the Balance

If you do not use all of your HRA Account during the year for reimbursement of eligible health care expenses, any unused remaining balance is automatically rolled into your next year's HRA Account, as long as you remain eligible for a Contribution. You must file all claims for reimbursement within two (2) years of the date of service to be eligible for reimbursement.

Forfeiting Your HRA Account Balance

The Contributions credited to an HRA Account will be forfeited in the situations described below. Contributions that are forfeited are not available to you, your Spouse or Surviving Spouse, your Dependent(s) or Surviving Dependent(s), or your estate.

If you have an HRA Account, die and, as of the date of your death, you do not have a Surviving Spouse or your Surviving Spouse who is not yet eligible to participate in the Plan, any balance remaining in the HRA Account as of the date of your death is forfeited. If you do have a Surviving Spouse, any balance remaining in the HRA Account will be forfeited on your spouse's date of death. See section "Reimbursement After Your Death."

Account Statements

You will receive an annual statement each year to confirm that the annual funding has been made to your account for the year. Your available balance and any Contribution or reimbursement history can be obtained at any time on the HRA Plan website or by calling AON Hewitt Retiree Exchange.

Eligible Reimbursements from Your HRA Account

Your HRA Account can be used to pay for approved insurance premiums and other eligible healthcare expenses.

Approved Insurance Premiums

In general, you can request reimbursement from your HRA Account for the following insurance premiums:

- Medical premiums for Medicare Advantage Plans (Medicare Part C) (premiums paid on an after tax basis for individual medical coverage);
- Medical premiums for Medicare Supplement Policies (Medigap) (premiums paid on an after-tax basis for individual medical coverage);
- Prescription premiums for Medicare Prescription Drug Plans (Medicare Part D) (premiums paid on an after-tax basis for individual prescription drug coverage);
- Dental premiums for supplemental dental insurance policies (premiums paid on an after-tax basis for individual dental coverage); and
- Vision premiums for supplemental vision insurance policies (premiums paid on an after-tax basis for individual vision coverage).

In general, you must be enrolled in Medicare Part A and Medicare Part B in order to purchase Medicare Advantage Plans and Medicare Supplement Policies. If you do not purchase coverage when you are first eligible, the insurance carrier may require you to go through medical underwriting in order to enroll at a later date.

The HRA Plan does not reimburse premiums for other medical plans sponsored by Washington Gas or its affiliates. In general the HRA Plan does not reimburse premiums for group medical plans sponsored by unrelated employers (such as plans offered by your Spouse's employer or your new employer), or medical plans where Medicare is a secondary payer. However, the HRA Plan will reimburse group health premiums paid on an after-tax basis for the Retiree and for the Retiree and Spouse, provided that the Spouse is also eligible for the HRA Plan. The HRA Plan will not reimburse a portion of a group health premium that also provides coverage for a dependent or spouse who is not eligible for a contribution under the HRA Plan.

While you may seek assistance in selecting a plan through the Aon Hewitt Retiree Exchange, you are always free to select a plan that is not available through the Exchange.

Eligible Expenses

Eligible expenses that do not exceed the balance in your HRA Account can be reimbursed from your HRA Account if the expenses are incurred during the time you participate in the HRA Plan. Expenses are eligible only to the extent that they are not paid for by other health care coverage you or your Spouse or Dependent(s) might have. See Appendix B for a list of eligible and ineligible expenses in effect as of January 1, 2015.

Please contact Washington Gas HR Services for a complete list of eligible and ineligible expenses currently in effect, and if you have questions about whether a specific expense is eligible for reimbursement.

Catastrophic Prescription Drug Coverage

In addition to the annual contribution to your HRA Account, the HRA Plan will also reimburse you for all of your prescription drug expenses that exceed a certain annual limit. This benefit is called "catastrophic" prescription drug coverage because it pays your portion of prescription drug costs once your prescription drug expenses qualify you for "catastrophic coverage" under Medicare Part D. To be eligible for catastrophic prescription drug coverage, you must be enrolled in a Medicare prescription drug plan, such as a Medicare Part D plan.

The catastrophic prescription drug benefit reimburses Participants who are enrolled in a Medicare Part D prescription drug plan when Participant's total prescription drug expenses for the year exceed the threshold for catastrophic coverage under Medicare Part D, described below. The Participant must submit the prescription drug expense to his or her Medicare Part D prescription drug plan for reimbursement before submitting a Claim to the HRA Plan. Participants may receive reimbursements for out-of-pocket drug expenses that exceed the catastrophic threshold even if they have Contributions remaining in their Accounts.

Catastrophic Coverage Limit

Once you have met the threshold for catastrophic coverage as defined by the Centers for Medicare and Medicaid Services ("CMS"), you will only pay a small coinsurance amount or copayment for covered drugs for the rest of the year. The HRA Plan will reimburse you for these payments, provided you properly submit a Claim. The Explanation of Benefits (EOB) provided by your insurance carrier will reflect if you have met the annual catastrophic limit for that year and if so, you will qualify for reimbursement under this provision. For more information about whether you have reached the catastrophic limit, please contact your insurance carrier.

Reimbursement After Your Death

If you die while a Participant in the HRA Plan, reimbursement from your HRA Account is not available for expenses incurred after your death. However, your estate may request reimbursement of eligible health care expenses incurred before your death (up to your remaining HRA Account balance) and while you were participating in the HRA Plan, as long as a request for reimbursement is filed within two years following the date of your death. Requests for reimbursements filed after the two-year period will be denied.

Surviving Spouse or Surviving Dependent

If you die while participating in the HRA Plan and your Spouse or Dependent is participating in the HRA Plan at the time of your death, your eligible Surviving Spouse will become the HRA Account holder as long as he or she continues to meet eligibility requirements. He or she will continue to receive a Contribution to the HRA Account, if he or she continues to meet the eligibility requirements, until the earlier of his or her death or the termination of the Plan.

Your Dependent(s) will also continue to receive an annual Contribution under your Surviving Spouse's HRA Account for as long as the Dependent(s) and your Surviving Spouse are eligible for an HRA Account. Contributions for the Dependent(s) will stop and your Dependent(s) will cease to be eligible for the HRA Plan when your Surviving Spouse dies or ceases to be eligible for an HRA Account, even if the Dependent(s) otherwise would be eligible for the HRA Plan. Your surviving Dependent(s) may not be the HRA Account holder.

Surviving Spouse Under Age 65

If your Surviving Spouse is not age 65 or older and is participating in the Washington Gas Retiree Medical Plan at the time of your death, he or she will be eligible to participate in the HRA Plan when he or she reaches age 65 if he or she continues coverage under the Washington Gas Retiree Medical Plan until he or she:

- Attains age 65; and
- Otherwise remains eligible for participation in the HRA Plan.

Continuing Coverage Under COBRA

This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end.

The Plan provides no greater COBRA rights than what COBRA requires – nothing in this summary is intended to expand your rights beyond COBRA's requirements.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Your Spouse and your Dependent(s) could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're the Spouse of a Retiree, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- You become divorced or legally separated from the Retiree, or the Retiree reduces or eliminates your coverage in anticipation of divorce or legal separation.

  Your Dependents will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parents become divorced or legally separated.
- The Retiree dies.
- The Dependent no longer meets the eligibility requirements for coverage under the Plan (e.g., becomes self-supporting).

Sometimes, the plan sponsor filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Washington Gas, and that bankruptcy results in the loss of coverage of any Eligible Retiree covered under the Plan, the Eligible Retiree will become a qualified beneficiary. The Eligible Retiree's Spouse, Surviving Spouse,

Dependents, and Surviving Dependents will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA Continuation Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the commencement of a proceeding in bankruptcy with respect to the employer.

For other qualifying events, including divorce or a Dependent's losing eligibility for coverage, a COBRA election will be available to you only if you notify Washington Gas HR Services in writing within 60 days after the later of (1) the date of the qualifying event or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.

No COBRA election will be available unless you follow the notice procedures and meet the notice deadline.

You must mail the notice to Washington Gas HR Services. The notice must be in writing and include the name of the Eligible Retiree and qualified beneficiary, and indicate whether the qualifying event is due to a divorce, legal separation, or elimination of coverage in anticipation of divorce or legal separation, or a Dependent's loss of dependent status. It must also include appropriate documentation of the qualifying event such as a copy of a divorce decree, proof that the Dependent no longer satisfies the definition of dependent, and/or other appropriate documentation as deemed by the Plan Administrator to support your request. If these procedures are not followed or if the notice is not provided in writing to Washington Gas HR Services during the 60-day notice period, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

How is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Eligible Retirees may, in some cases, elect COBRA continuation coverage on behalf of their Spouses, and parents may elect COBRA continuation coverage on behalf of their Dependent(s).

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 36 months after the death of the Eligible Retiree, 36 months after a divorce, or longer if continuation coverage is the result of the Plan Sponsor's bankruptcy.

Are There Other Coverage Options Besides COBRA?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

What Happens When There is a Divorce?

If you and your Spouse divorce, your former Spouse has no right to the balance of the HRA Account as of the date of the divorce or to any future Contributions to your HRA Account, except to the extent required

by COBRA. If your former Spouse elects COBRA, an HRA Account will be established for the former Spouse with a balance equal to the balance in your HRA Account as of the date of the divorce.

To continue to participate in the HRA Plan through COBRA, your former Spouse must elect COBRA continuation coverage during the required timeframes described above and pay the cost of COBRA coverage, as determined by the Plan Administrator.

With COBRA coverage, your former Spouse will have a separate HRA Account which may be continued for up to 36 months.

If, after the divorce, you or your former Spouse requests reimbursement for expenses incurred before the divorce, the amount of the reimbursement will be deducted from both your HRA Account and that of your former Spouse. For example, if a claim for $500 of pre-divorce expenses is submitted after the divorce, $500 will be deducted from both your HRA Account and your former Spouse's HRA Account.

What Happens When a Dependent Loses Eligibility?

A Dependent will lose eligibility to participate in the Plan if he or she ceases to meet the eligibility criteria for a Dependent, or, in certain cases, upon the Retiree's death or upon a divorce. In these cases, a Dependent may continue to participate in the HRA Plan under COBRA, as long as the COBRA election is made within the required timeframe and the Dependent pays the cost of COBRA coverage, as determined by the Plan Administrator.

COBRA coverage for the Dependent may be continued for up to 36 months.

COBRA Notification

Your former Spouse and Dependent will receive a notice at the time of divorce or loss of eligibility as Dependent(s) and again at the end of the COBRA continuation coverage period describing their rights under COBRA. In addition, a copy of the COBRA continuation notice is available upon request to Washington Gas HR Services.

Electing COBRA Coverage

The Plan Administrator will notify your former Spouse and Dependent that continuation coverage under COBRA is available. Upon notification, they will receive a more detailed explanation of COBRA rights and an application form.

Your former Spouse and Dependent will have 60 days to elect continued coverage from the later of the date they are notified of their eligibility or the date their eligibility to participate in the HRA Plan ends, and your Election Form must be postmarked no later than 60 days after such date. They will then have 45 days from the date they submit their application to make their first payment. Note that their HRA Plan participation and required payments will be retroactive to the date their participation under the HRA Plan was terminated. **Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.**

To elect COBRA, your Spouse or Dependent must complete the Election Form and submit it to Washington Gas HR Services. An election form will be provided to qualified beneficiaries at the time of a qualifying event. They may also obtain a copy of the Election Form from Washington Gas HR Services.

Payment for COBRA Coverage

Each former Spouse or Dependent is required to pay the entire cost of COBRA coverage. The amount they may be required to pay may not exceed 102 percent of the cost to the Plan for coverage of a similarly situated plan participant. The amount of COBRA premiums may change from time to time during a period of COBRA coverage and will most likely increase over time.

All COBRA premiums must be paid by check or money order payable to Washington Gas and mailed to Washington Gas HR Services. Payment is considered to have been made on the date that it is postmarked. A Spouse or Dependent will not be considered to have made any payment by mailing a check if the check is returned due to insufficient funds or otherwise.

When COBRA Coverage Ends

COBRA continuation coverage under the HRA Plan will end on the earliest of:

- The date on which the payment is due (except for the first premium) if the former Spouse or Dependent does not make the payment within 30 days of the due date;
- The last day of the COBRA coverage period; or
- The date on which Washington Gas terminates the HRA Plan and ceases to offer any group health plan for its employees.

You will only be reimbursed for claims incurred prior to the date on which your coverage ends.

Address Changes

To protect your family's rights, let Washington Gas know about any changes in the addresses of family members. You should keep a copy, for your records, of any notices you send to Washington Gas HR Services.

Where to Send COBRA Notices, Election Forms, and Other Communications

All notices of qualifying events, elections of COBRA coverage, and other communications regarding COBRA coverage should be sent to:

Washington Gas HR Services
6801 Industrial Road
Springfield VA 22151
(866) 255-9983

Claims Information

Deadline for Claims

You have two (2) years to file requests for reimbursement after the date in which the service was provided or premium was due.

How to Get Expenses Reimbursed

Aon Hewitt (the "Claims Processor") administers the HRA Plan for Washington Gas through a program called "Your Spending Account."

Auto-Reimbursement

In general, if you purchase an individual Medicare supplemental health care policy through Aon Hewitt Retiree Exchange, you have the option to select "auto-reimbursement." (See note below.) Once you have paid your premium, your premium will automatically be reimbursed to you from your HRA Account up to the current balance.

Note: Some individual Medicare supplemental health care policy providers do not offer the auto-reimbursement option, and the auto-reimbursement option is not available if you enroll in an independent Medicare supplemental health care policy without going through the Aon Hewitt Retiree Exchange. If you enroll with a health care provider that does not participate in auto-reimbursement, you will be responsible for submitting claims for reimbursement of your premiums directly to the HRA Plan.

Filing a Form for Reimbursement

When you have eligible expenses under the HRA Plan that are not reimbursed through auto-reimbursement, go on line to www.retiree.aon.com/wgl and print and complete the Your Spending Account Claim form. If you do not have online access, contact Your Spending Account contact center at (844) 695-8292.

Here is how reimbursements are processed:

- In general, reimbursement requests are processed daily.
- You can receive your money even faster by faxing your claim form and copies of receipts to the dedicated fax number at 1-888-211-9900 (although you do have the option of mailing the claim form and copies of receipts to the address listed on the claim form and below) or uploading your claims on the HRA Plan Website.
- You will be reimbursed by check. However, for faster reimbursement, you may sign up to have reimbursements electronically deposited to your bank account. With electronic reimbursement, these funds are immediately available to you; you do not need to wait for a check to clear.

Note: Banking laws do not permit electronic deposit (direct deposit) to international bank accounts. (This does not apply to U.S. territories such as Puerto Rico.)

Information Required for Reimbursement

To make a claim for reimbursement, complete the Your Spending Account Claim form. You must sign and date the form verifying that the expenses have not been reimbursed by another policy or plan. You need to include supporting documentation with your claim form, showing the following:

- Premium amount(s) paid,
- Coverage period start date (typically the first day of the month); and
- Proof of payment.

Common documents may include:

- Bank statements;
- Copies of mailed checks; and
- Statements provided by your insurance carrier.

When submitting a claim for reimbursement of your out-of-pocket expenses, your supporting documentation should include the following:

- Type of service;
- Date of service;
- Service provider;
- Who service is for; and
- Requested reimbursement amount.

Note: Verbal or handwritten information for general merchandise, illegible receipts, credit card receipts, and statements with a forwarding balance will not be accepted.

Submit your claims directly to the Claims Processor:

Aon Hewitt—Your Spending Account
PO Box 785040
Orlando, FL 32878-5040

Fax # 1-888-211-9900
www.retiree.aon.com/wgl

Receiving Reimbursements

You and your Spouse and Dependent(s) can request and receive reimbursements for eligible health care expenses from your HRA Account up to your current HRA Account balance.

Claim and Appeal Procedures

If you request reimbursement and one or more of your expenses are not reimbursed, you or a person you have designated as your authorized representative may file a Claim using the following procedures

Note: A casual inquiry (even if it is in writing) regarding HRA Plan eligibility requirements or a casual inquiry about benefits is not treated as a Claim and is not subject to these claim and appeal procedures. You must send your Claims to the Claims Administrator. The Claims Administrator will review claims, and appeals will be reviewed by the Appeal Reviewer. If you file a claim or appeal, you must do so in writing by U.S. mail or by email or fax.

Responding to Your HRA Claim

If the Claims Administrator needs information to process your Claim, the Claims Administrator will notify you, in writing, within 30 days after receiving your Claim of the specific information required and the date when you can expect a determination. This date will be not later than 45 days after the date you filed your initial Claim. You will have 45 days to provide the additional information. The determination period to respond to your Claim will be suspended as of the date the Claims Administrator sends the notice and will resume again once you have provided the additional information.

If you do not to provide the requested information within the specified timeframe, the Claims Administrator will decide the Claim without the requested information.

If the Claims Administrator determines that extra time is required to process your Claim, it will notify you in writing of the reasons for the extension and the new due date for its response to your Claim. The Claims Administrator will notify you of the extension within 30 days after its initial receipt of your Claim. The new due date will not be later than 45 days after the date you filed your initial Claim.

Once you have filed a Claim, the Claims Administrator will notify you of its decision as soon as practical, but no later than 30 days after receipt of your Claim. If you do not follow the required procedures for filing a Claim, the Claims Administrator will notify you and explain the proper procedures to follow in filing your Claim.

If Your Claim Is Denied

If your Claim is denied, in whole or in part, the Claims Administrator will send you a written notice of its decision including:

- The specific reason(s) for the denial of the Claim;
- Reference to the specific HRA Plan provision(s) on which the denial is based;
- A description of any additional information necessary for your Claim to be granted, as well as an explanation of why such information is necessary;
- A description of the HRA Plan's appeal procedures and the time limits under those procedures, including your right to bring a civil action under Section 502(a) of ERISA if the appeal of your Claim is denied;
- If applicable, a copy of the internal rule, guideline, or protocol that was relied upon to make the determination for your Claim; and
- If the Claim is denied based upon a medical necessity or experimental treatment or similar exclusion limitation, an explanation of the scientific or clinical judgment relied upon.

Appealing Your Claim

If your Claim is denied, you will have 180 days following the receipt of the denial notice to file a written appeal with the Appeals Reviewer. The following procedures will apply in considering your appeal.

Contact Washington Gas HR Services to request an appeal form.

- You may submit written comments, documents, records, and other information relevant to your Claim.
- Upon request, you will be provided (free of charge) copies of all Appeals Reviewer's documents, records, and other information relevant to your Claim.
- The review of your appeal will consider all comments, documents, records, and other information you submit on the appeal and will not afford deference to the initial denial of your Claim.
- The review of your appeal will not be conducted by the same person (or his or her subordinate) who originally denied your Claim.
- If the review of your appeal involves a determination that is based, in whole or in part, on a medical judgment (including determinations based upon a medical necessity, experimental treatment or similar exclusion limitation), the Appeals Reviewer will consult with a health care professional who has appropriate training and experience in the field of health care involved. You must consent to this referral and the sharing of pertinent health care claim information.
- Any health care or vocational experts whose advice was obtained in connection with your Claim will be identified. Any health care expert who is consulted in the appeal process will not be the same person (or his or her subordinate) who was consulted in connection with the initial denial of your claim.
- The Appeals Reviewer will notify you, in writing, of its decision of your appeal as soon as possible, but no later than 60 days after its receipt of your appeal request. If the Appeals Reviewer determines that an extension of time for processing the Claim is needed, it will notify you of the reasons for the extension and the extended due date before the end of the 60-day period.

If Your Appeal Is Denied

If your appeal is denied, you will receive written notice of the decision, including the following information:

- The specific reason(s) for the denial of the appeal;
- Reference to the specific HRA Plan provision on which the denial is based;
- If applicable, a copy of the internal rule, guideline, or protocol that was relied upon to make the determination; and
- If the appeal is denied based upon a medical necessity or experimental treatment or similar exclusion limitation, an explanation of the scientific or clinical judgment relied upon.

Upon request to the Appeals Reviewer, you will also be provided (free of charge) copies of all of the documents, records, and other information relevant to your appeal. You will have the right to bring a civil action under ERISA Section 502(a). You must appeal your Claim, and that appeal must be denied by the Appeal Reviewer, before you may bring a civil action under ERISA. You and the Plan may also have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may

be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.

Deadline for Taking Legal Action

No legal action may be taken by an Eligible Retiree, Spouse, or Dependent based on a denial of a health care Claim unless: (1) the Eligible Retiree, Spouse, or Dependent has exhausted his/her internal administrative appeal rights under these Claims procedures and (2) such legal action is filed within one year of the date of the issuance of the final denial of the Eligible Retiree, Spouse, or Dependent's Claim

Administrative Information

PRIVACY OF PROTECTED HEALTH INFORMATION

The Plan shall comply with state, federal and local laws pertaining to the dissemination or distribution of non-public personally identifiable medical or health-related data. In that regard, the Plan will not provide to the Participating Companies named herein or unauthorized third parties any personally identifiable medical information without the prior written authorization of the patient or parent/guardian of the patient or as otherwise permitted by law.

For more information regarding the privacy of your protected health information, see **Appendix A.**

Discretionary Authority of the Plan Administrator, Claims Administrator and Appeal Reviewer

The Plan Administrator (and any other fiduciary with authority to decide Claims) has discretionary authority to interpret the Plan and to resolve any ambiguities under the Plan. The Plan Administrator (or such fiduciary) also has the discretionary authority to make any necessary factual determinations as to whether any individual is entitled to receive any benefits under the Plan. All determinations of the Plan Administrator as to any question involving its responsibilities, powers, and duties under the HRA Plan, including interpretation of the HRA Plan or as to any discretionary actions to be taken under the HRA Plan are solely at the discretion of the Plan Administrator and are final, conclusive, and binding on all persons claiming to have any right or interest in or under the HRA Plan.

The Appeal Reviewer has responsibility for reviewing, and the powers and duty to review, appeals of adverse benefit determinations by the Claims Administrator. The Plan Administrator will have the power and the duty to take all actions and to make decisions necessary or proper to carry out its responsibility, powers, and duty under the HRA Plan.

All Plan Administrator, Claims Administrator, and Appeal Reviewer determinations as to any question involving their responsibilities, powers, and duties under the HRA Plan, including, without limitation, interpretation of the HRA Plan or as to any discretionary items to be taken under the HRA Plan, will be solely at the Plan Administrator's, Claims Administrator's, or Appeal Reviewer's discretion and will be final, conclusive, and binding on all persons claiming to have any right or interest in or under the HRA Plan.

Note: Benefits under the HRA Plan will be paid only if the Claims Administrator or Appeal Reviewer decides, in its discretion, that you are entitled to them.

In addition to any implied powers and duties Plan Administrator has to carry out its responsibilities under the HRA Plan, the Plan Administrator also has, in connection with such responsibilities, the power and duty to:

- Construe and interpret the terms and provisions of the HRA Plan and all documents related to the HRA Plan and to decide any and all matters arising under the HRA Plan consistent with such responsibility; and

- Investigate and make factual or make other determinations necessary or advisable for the resolution of appeals of adverse determinations.

Recovery of Overpayment

The HRA Plan has the right to recover any mistaken payment, any overpayment, and any payment that is made to any individual who was not eligible for that payment. The HRA Plan, or its designee, may withhold or offset future reimbursements, sue to recover such amounts, or may use any other lawful remedy to recoup any such amounts.

Clerical Error

A clerical error or other administrative error does not create benefits under the HRA Plan. You are responsible for the accuracy of information pertaining to your participation in the HRA Plan including, but not limited to, your birthday, address, and Social Security Number. It is your responsibility to confirm the accuracy of statements made by Washington Gas or its designees that are based on such information and to promptly report errors to the Plan Administrator.

Plan Funding and Administration

Contributions may be funded and benefits paid out of the Participating Companies' general assets or from one or more voluntary employees beneficiary associations. Aon Hewitt (through its YSA program) acts as a third-party Claims Processor (the "TPA") that Washington Gas has hired to process claims. The activities of the TPA may include receiving, processing, and evaluating your Claim, billing Washington Gas for the amount due under your Claim, and paying your Claim. The TPA does not guarantee the payment of any Claims under the HRA Plan in any contract or insurance policy. Washington Gas is ultimately responsible for the payment of your Claims.

Electronic Media

The Plan Administrator may use electronic media in accordance with ERISA to satisfy all disclosure and recordkeeping obligations imposed on the HRA Plan under Title I of ERISA.

Plan Continuation

Washington Gas expects and intends to continue these benefits indefinitely, but reserves the right to amend or terminate the Plan at any time, for any lawful reason without notice with respect to Eligible Retirees and their eligible dependents. If the Plan is amended or terminated, you and other Eligible Retirees may not receive benefits as described in other sections of this summary plan description. You may be entitled to receive different benefits, or other benefits under different conditions. However, it is possible that you will lose all benefit coverage. This may happen at any time, if Washington Gas decides to terminate the Plan or your coverage under the Plan. In no event will you become entitled to any vested rights under this Plan. If coverage ends and is not replaced by similar coverage, you will be informed if any conversion rights apply.

Non-assignment of Benefits

You cannot assign any benefits or payments due under the Plan to any person, corporation or other organization, except as specifically provided by the Plan or as required by law.

Amendment or Termination of Plan

Washington Gas reserves the right to unilaterally, at any time and at its discretion, amend, supplement, modify or eliminate any or all of the benefits described in this document. This document does not create a contract between Washington Gas and any individual.

Plan benefits do not become vested. In the event the Plan is terminated, assets held in trust, if any, for the Plan will be used to provide benefits for employees or retirees of Washington Gas or a successor, or they may be used in other ways not prohibited by the Internal Revenue Code or regulations.

Additional Administrative Details

Names of the Plan

WGL Retiree HRA Plan

Plan Type

The HRA Plan is an employee welfare benefit plan under ERISA providing a reimbursement account for retiree medical, dental and vision premiums as well as out of pocket expenses and a catastrophic prescription drug benefit.

Plan Year

The Plan Year begins January 1 and ends December 31.

Plan Number

550

Plan Sponsor

Washington Gas Light Company
6801 Industrial Road
Springfield, VA 22151
(703) 750-7558

The company's corporate and administrative offices are located at:
101 Constitution Avenue, NW
Washington, DC 20080

Participating Companies

Washington Gas Light Company and Hampshire Gas Company

Employer Identification Number

53-0162822

Plan Administrator and Named Fiduciary (also referred to as “Claims Administrator” and “Appeal Reviewer”)

Washington Gas Light Company
Attn: Senior Vice President, Shared Services and Chief Human Resources Officer
Washington Gas Light Company
6801 Industrial Road
Springfield, VA 22151
(703) 750-7558

The Company is the named fiduciary with responsibility for deciding Claims and Appeals for medical benefits under the Plan. The named fiduciary has discretionary authority to interpret the respective plan or program in order to make benefit decisions as it may determine in its sole discretion, and also has discretionary authority to make factual determinations as to whether any individual is entitled to benefits under the respective plan or program. In no case will the same person (or their subordinate) review both a Claim and the Appeal.

Claims Processor

Aon Hewitt
Your Spending Account
P.O. Box 785040
Orlando, FL 32878-5040
1-877-458-9656

Type of Administration

The administration of the Plan is under the supervision of the Plan Administrator. The Plan Administrator may delegate in writing responsibility for the operation and administration of the Plan. The Senior Vice President, Shared Services and Chief Human Resources Officer is the person who has been delegated with authority by the Health and Welfare Benefit Plan Committee to serve as the Plan Administrator and named fiduciary in administering and operating the Plan.

Plan Contributions and Funding

The cost of the benefits provided under this Plan for Eligible Retirees (other than those Eligible Retirees who are former “key employees” as that term is defined in the Internal Revenue Code and their eligible dependents) is funded by the Washington Gas Light Company Postretirement Benefit Master Trust for Retired Previously Union-eligible Employees and the Washington Gas Light Company Postretirement

Benefit Master Trust for Retired Management Employees (the “Post-Retirement VEBAs”). Benefits for such Retirees and their eligible dependents are paid by the Post-Retirement VEBAs.

Trustee

Bank of New York Mellon
BNY Mellon Center
Pittsburg, PA 15258
(Post-Retirement VEBA)

Agent for Service of Legal Process

Legal process regarding the WGL Retiree HRA Plan may be served on:

Leslie T. Thornton
Senior Vice President, General Counsel and Corporate Secretary
Washington Gas Light Company
101 Constitution Avenue, NW
Washington, DC 20080

Service may also be made on the Plan Administrator named above.

Glossary

Affiliate

An entity affiliated with Washington pursuant to Section 414(b), (c), or (m) of the Internal Revenue Code ("IRC").

Appeals Reviewer

The Plan Administrator or its delegate. No individual will act as Claims Administrator and Appeal Reviewer for the same Claim.

Dependent(s)

A biological child, stepchild, legally adopted child, child placed for adoption, foster child, child for which you or your Spouse or Surviving Spouse is the legal guardian, who is entitled to Medicare, has attained age 65, and meets the other criteria for participation under "Eligible Dependents."

Claim

A written request for reimbursement. In this SPD, a claim for reimbursement from your HRA Account for eligible expenses received by either you, your Spouse, or by one of your eligible Dependents is referred to as "your Claim."

Claims Administrator

The Plan Administrator or its delegate. No individual will act as Claims Administrator and Appeal Reviewer for the same Claim.

COBRA

The Consolidated Omnibus Reconciliation Act of 1985, as amended.

Contribution

The amount, in U.S. dollars, determined annually in the sole discretion of the Plan Administrator and credited to a Participant's HRA Account.

Eligible Retiree

A Retiree who is eligible to participate in the HRA Plan as provided under ""Who is Eligible."

Highly Compensated Individual

An individual defined under Section 105(h) of the IRC, as amended, as a "Highly Compensated Individual."

HRA Account

The hypothetical, non-interest bearing account established for a Participant by Washington Gas to hold Contributions.

Medicare

The program administered by the United States government, providing health insurance coverage to people who are age 65 and over, to those who are under age 65 and are permanently physically disabled or who have a congenital physical disability, and to those who meet other special criteria.

Participant(s)

An Eligible Retiree who participates in the Plan, or the Spouse, Surviving Spouse, Dependent, or Surviving Dependent for whom an HRA Account has been established.

Participating Company(ies)

Washington Gas Light Company and Hampshire Gas Company.

Retiree

A former employee of the Washington Gas Light Company or other Participating Company whose employment ends due to retirement.

Retirement Date

The date on which your employment with Washington Gas ends due to your retirement.

Spouse

A person who is legally married to an Eligible Retiree under any state law, who is entitled to Medicare, and who has attained age 65. The term Spouse also includes a person who is entitled to Medicare, who has attained age 65, and who is legally married to a Retiree under age 65 who is participating in the Washington Gas Retiree Medical Plan,

Surviving Dependent

An individual who was a Dependent at the time of the Participant's death.

Surviving Spouse

An individual who was the Spouse of a Retiree as of the date of the Retiree's death.

Washington Gas Employees Group Medical Plan

The Washington Gas Light Company Employees Group Medical Plan, a medical plan sponsored by Washington Gas that is available to active employees.

Washington Gas Retiree Medical Plan

The Washington Gas Light Company Retiree Medical Plan, a retiree medical plan sponsored by Washington Gas that is available to Retirees, their eligible spouses and dependents, and any successor thereto.

Washington Gas HR Services: (866) 255-9983
HRA Plan Website: www.retiree.aon.com/wgl
Aon Hewitt Retiree Exchange: (844) 695-8292

Your Rights Under ERISA

Note: The following applies only to individuals participating in the HRA Plan.

As an individual participating in the HRA Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all those participating in the HRA Plan are entitled to:

Receive Information About the HRA Plan

- Examine, without charge, at the Plan Administrator's office during normal business hours and at other specified locations, all documents governing the HRA Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the HRA 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 documents governing the operation of the HRA Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description ("SPD"). The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the HRA 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 HRA Plan Participation

- Continue HRA Plan participation for yourself, your eligible Spouse, or your Dependent(s) if there is a loss of coverage under the HRA Plan that is eligible for continuation coverage under COBRA. You, your eligible Spouse, or your Dependent(s) may have to pay for such coverage.
- Review this SPD and the documents governing the HRA Plan rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 former employer, your union, or any other person, may discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim under the HRA Plan is denied or ignored in whole or in part, you have a 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 a copy of HRA Plan documents or the latest annual report from the HRA 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 Plan Administrator. If you have a claim under the HRA Plan which is denied or ignored in whole or in part, you may file suit in a state or federal court as long as you have first appealed your claim twice (and those appeals were denied) as set forth in this SPD. If it should happen that HRA Plan fiduciaries misuse the HRA 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, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the HRA 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 in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory.

You may also contact:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.,
Washington, D.C. 20210
Telephone: 1-866-444-3272.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling EBSA's publications hotline. Additional information may be obtained from the Department of Labor's Web site at http://www.dol.gov/ebsa.

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APPENDIX A – IMPORTANT NOTICES ABOUT YOUR RIGHTS

HIPAA PRIVACY & PROTECTED HEALTH INFORMATION

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") protects workers who change jobs or lose jobs, limits preexisting condition exclusion periods, eliminates permanent health exclusions in the group market, prohibits discrimination against employees and dependents based on health status, and guarantees renewability of health coverage to small employers and to individual members. The following are answers to some commonly asked questions concerning HIPAA.

Your HIPAA Privacy Rights

The Privacy Rule under Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to "Protected Health Information," which is defined as any written, oral or electronic health information that meets the following three requirements:

- The information is created or received by the Plan;
- The information includes specific identifiers that identify you or could be used to identify you; and
- The information relates to one of the following:
  - Providing healthcare to you;
  - Your past, present or future physical or mental condition; or
  - The past, present or future payment for your healthcare.

The Notice of Privacy Practices for the Plan contains a complete explanation of your rights under the HIPAA Privacy Rule. The Notice describes how Protected Health Information may be used and disclosed, and how you can get access to that information. The following is a summary of those uses and disclosures of Protected Health Information and your rights with respect to Protected Health Information:

- The Plan may use or disclose your Protected Health Information for purposes of conducting healthcare operations or paying your healthcare claims.
- The Plan may use or disclose your Protected Health Information to tell you about treatment alternatives, or to provide you with information about other health-related benefits or services that may be of interest to you.
- The Plan may disclose your Protected Health Information to Washington Gas, as sponsor of the Plan, to assist Washington Gas in the performance of Plan administrative functions. The Plan also may provide summary health information to Washington Gas, as Plan Sponsor, so that Washington Gas may obtain premium bids or modify, amend or terminate the Plan. Summary health information does not directly identify you, but summarizes claims history, claims expenses or types of claims experienced. Finally, the

Plan may disclose your enrollment and disenrollment information to Washington Gas as Plan Sponsor.

- The Plan may disclose your Protected Health Information when required to do so by any federal, state or local law, and when permitted to do so under the circumstances set out in the Notice of Privacy Practices.

- The Plan may disclose your Protected Health Information to a law enforcement official for certain law enforcement purposes. For example, the Plan may disclose your Protected Health Information pursuant to a law requiring the reporting of certain types of wounds or other physical injuries.

- The Plan may disclose your Protected Health Information to healthcare providers to assist them in connection with their treatment or payment activities. In addition, the Plan may disclose your Protected Health Information to other entities subject to the HIPAA Privacy Rule to assist them with their payment activities or certain of their healthcare operations.

- Other than as permitted or required by law, the Plan will not use or disclose your Protected Health Information without your written authorization. If you authorize the Plan to use or disclose your Protected Health Information, you may revoke that authorization in writing at any time. If you revoke the authorization, the Plan no longer will use or disclose your Protected Health Information for the reasons covered by your written authorization. Your revocation will not affect any uses or disclosures the Plan already has made prior to the date of receipt of the notice of the revocation.

In general, you have the following rights regarding the Protected Health Information retained by the Plan:

- You have the right to request that the Plan restrict uses and disclosures of your Protected Health Information to carry out payment or healthcare operations.

- You have the right to request that the Plan communicate with you in a certain way if you feel that the disclosure of your Protected Health Information could endanger you.

- You have the right to inspect and obtain a copy of your Protected Health Information.

- If you believe that the Protected Health Information the Plan has about you is inaccurate or incomplete, you have the right to request a correction.

- You have a right to request a list of disclosures made by the Plan of your Protected Health Information, other than those disclosures for which an accounting is not required.

- You have a right to request and receive a paper copy of the Notice of Privacy Practices for the Plan, even if you have received this Notice previously or agreed to receive this notice electronically.

For more information regarding these rights and the privacy policies of the Plan, please review the Notice of Privacy Practices. You may also request a paper copy of the notice by calling Washington Gas HR Services at (866) 255-9983.

Special Rights on Childbirth

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother of newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

APPENDIX B – APPROVED EXPENSE LIST

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WGL Retiree HRA Plan
Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Abortion	Ineligible	
Acne products — Products specifically marketed for and used to treat acne	Ineligible	
Acne products — Products used for general hygiene such as facial wash, cleansers, toners, and medicated makeup	Ineligible	
Acupuncture — Treatment for a medical condition	Eligible	
Advance payments — Nonrefundable advance payments to a private institution for lifetime care, treatment, and training of a physically or mentally impaired dependent after the death or disability of a legal guardian	Ineligible	
Alcohol or drug addiction — Payments to a treatment center for alcohol or drug addiction, including meals and lodging	Eligible	
Allergy prevention products — Products purchased or used to alleviate allergies, such as a pillow, mattress, or vacuum	Ineligible	
Allergy testing and shots	Eligible	
Ambulance service	Eligible	
Arch support — Supportive foot products prescribed by a doctor to treat a medical condition	Ineligible	
Artificial limbs	Eligible	
Automobile insurance premiums	Ineligible	

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Expense List

 **Eligible**
 **Ineligible**
 **Potentially Eligible**

Expense	Covered?	More Details
Automobile modifications — Modifications include special hand controls and other equipment installed in an automobile for a person with a disability		
Birth control pills — Prescribed birth control pills		
Birth control products — Over-the-counter items such as gels and foams		
Birth control products — Over-the-counter items such as home pregnancy tests, condoms, and ovulation monitors		
Birth control products — Prescribed devices such as diaphragms, IUDs, and Norplant		
Blood donation — Costs associated with blood donation, including self-administered blood donations, storage fees, and processing fees		
Blood pressure monitors — Costs include electronic monitors and replacement blood pressure cuffs		
Body scans		
Bottled water		
Braille books and magazines — Costs are limited to those that exceed regular printed editions		
Breast augmentation — Elective procedures that do not promote proper functioning of the body or prevent or treat an illness or disease. Examples include implants and injections		
Breast feeding classes		

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Breast pumps — Pump prescribed by a doctor for a medical reason	Ineligible	
Chelation therapy — Therapy used to treat a medical condition, such as lead poisoning	Eligible	
Childbirth classes — Classes necessary to reduce pain during labor and delivery (Lamaze, for example)	Ineligible	
Chiropractor — Treatment for a medical condition	Eligible	
Christian Science practitioner — Expenses paid to a practitioner for medical care	Ineligible	
COBRA premiums — Premiums paid on an after tax basis for continuation of group medical, dental, or vision coverage	Ineligible	
Contact lenses — Including cases and enzyme cleaners	Eligible	
Cosmetic services and products — Surgery that isn't medically necessary. Examples include liposuction, hair transplants, electrolysis, laser treatments, and face-lifts	Ineligible	
Cosmetic services and products — Those necessary to improve a deformity related to a congenital abnormality or an injury resulting from an accident, trauma, or disfiguring disease (post-mastectomy reconstructive surgery, for example)	Potentially Eligible	You must provide a statement of medical necessity from a licensed health care professional documenting the deformity, disfigurement, or injury. The services and products must promote the proper functioning of the body or prevent or treat an illness, injury, or disease.
Counseling — Marriage or family counseling	Ineligible	
Crutches	Eligible	
Dental coinsurance — Amounts not covered by your or your spouse's dental plans	Eligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Dental copayments	Eligible	
Dental deductibles — Deductibles under your or your spouse's dental plans	Eligible	
Dental expenses — Examples include fees for X rays, fillings, braces, extractions, crowns, and orthodontia	Eligible	
Dental implants — Fees for insertion of artificial tooth, bone grafting, and follow-up care	Eligible	
Dental reasonable/customary — Amounts not paid by a dental plan that exceed reasonable and customary limits	Eligible	
Dentures	Eligible	Over-the-counter supplies purchased are not eligible
Diabetic supplies — Examples include insulin, needles, and testing strips	Eligible	
Diaper service — Cost for an agency that delivers and picks up cloth diapers	Ineligible	
Diapers (adult) — Diapers necessary as a result of a medical condition	Ineligible	
Diapers (child)	Ineligible	
Dietician services — Fees paid to a dietician when referred by a doctor for treatment of a medical condition	Ineligible	
Disability construction costs — Examples include constructing entrance or exit ramps, adding handrails, or modifying stairways at a personal residence for disability of an employee or dependent	Ineligible	
Disability equipment — Equipment installed in the home or car for use by a disabled employee or dependent	Ineligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
DNA testing — DNA testing for paternal responsibility	Ineligible	
Ear wax removal materials — Kits and ear drops prescribed by a doctor for a medical condition	Ineligible	
Earplugs — Plugs prescribed by a doctor for a medical condition	Ineligible	
Erectile dysfunction — Non prescription medication, herbal remedies, and nutritional supplements	Ineligible	
Erectile dysfunction — Prescription medication to treat a medical condition	Eligible	
Exercise equipment — Equipment prescribed by a doctor for the treatment of a medical condition	Ineligible	
Exercise equipment — Equipment used for general health purposes or prevention of an undiagnosed disease	Ineligible	
Eye examinations	Eligible	
Eye surgery — Surgery to correct defective vision	Eligible	
Eyeglass tinting and coating	Eligible	
Eyeglasses — Costs include prescription glasses and nonprescription reading glasses	Eligible	
Flu shots	Eligible	
Fluoride treatment — Costs include installation and monthly rental charges of a home fluoride water unit, when recommended by a dentist	Ineligible	

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Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Food (prescribed) — Foods prescribed by a doctor to treat a medical condition. Examples are specialty baby formula and lactose-free foods. Costs are limited to those that exceed common versions of the product	Ineligible	
Funeral and burial expenses	Ineligible	
Future payments — Down payments or payments for services that have not been rendered or products not received	Ineligible	
Group Health Plan premiums — Premium payments for a group health plan on an after-tax basis	Eligible	After tax Group Health premiums are eligble only if provided by employers and only HRA eligible retirees/dependents are covered by the group plan
Hair regrowth treatment — Prescription and nonprescription medication used for cosmetic purposes. Examples include products to treat male pattern baldness and the effects of aging	Ineligible	
Hair regrowth treatment — Prescription and nonprescription medication used to improve a deformity related to a congenital abnormality or an injury resulting from an accident, trauma, or disfiguring disease	Ineligible	
Health care supplies — Examples include band aids, gauze, elastic wraps and bandages, braces, and supports	Ineligible	
Health club or YMCA dues — Individual membership and personal trainer fees when prescribed by a doctor to treat a specific medical condition	Ineligible	
Hearing aids	Eligible	
Hearing coinsurance — Amounts not covered by your or your spouse's hearing plans	Eligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Hearing copayments	Eligible	
Hearing deductible — Deductibles under your or your spouse's hearing plans	Eligible	
Hearing expenses — Costs include examinations and hearing aid batteries	Eligible	
Hearing reasonable/customary — Amounts not paid by a hearing plan that exceed reasonable and customary limits	Eligible	
Hearing-impaired phone tools — Telephone equipment that allows a hearing-impaired person to communicate over a regular telephone	Ineligible	
Hearing-impaired TV equipment — Equipment that displays the audio part of television programs as subtitles for a hearing-impaired person	Ineligible	
Herbal remedies — Remedies prescribed by a doctor for a medical condition	Ineligible	.
Hospital care — Inpatient care, including the cost of a private room	Eligible	Fees for personal convenience items, such as a television, telephone, and concierge services, aren't eligible.
Household help — Expenses for help with physical housework, even if recommended by a doctor, due to an inability of the employee, dependent, or retiree	Ineligible	
Human guide — Cost of a human guide to assist a physically, mentally, visually, or hearing impaired person	Ineligible	
Humidifiers — Cost of portable units prescribed by a doctor for treatment of a medical condition	Ineligible	
Hypnosis — Hypnosis prescribed by a doctor for medical reasons	Ineligible	

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WGL Retiree HRA Plan
Expense List

 **Eligible**
 **Ineligible**
 **Potentially Eligible**

Expense	Covered?	More Details
Illegal medical treatment — Including surgery		
Immunizations		
Infertility — Treatments for infertility, including artificial insemination, in-vivo or in-vitro fertilization, embryo placement, egg and sperm storage, and ovulation monitors		
Laboratory and X ray fees		
Laetrile--Anti-cancer drug		
Language training — Training for a child with dyslexia or other learning disabilities. Fees for regular schooling aren't eligible		
LASIK surgery		
Lead-based paint removal — Costs for residences with children who have or had lead poisoning		
Legal fees — Fees paid to authorize treatment for mental illness, excluding guardianship or estate management fees		
Lens replacement insurance — Insurance to replace eyeglass or contact lenses		
Life insurance premiums — Premiums paid for the following policies: life insurance, repayment for loss of earnings, and accidental loss of life, limbs, or sight		
Lodging — Cost of lodging not provided in a hospital or similar institution while away from home if primarily for and essential to medical care (limited to $50 per person per night)		

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Long-term care facility fees — Fees for room and board at a long-term care facility	Ineligible	
Massage therapy — Therapy prescribed by a doctor to treat an injury or trauma	Ineligible	
Massage therapy — Therapy to relieve stress or general health purposes	Ineligible	
Mastectomy-related products — Examples include breast prosthesis and specialty bras	Eligible	
Maternity care — Service and supplies from doctors, midwives, clinics, hospitals, and laboratories	Ineligible	
Maternity clothes	Ineligible	
Mattresses — Mattresses prescribed by a doctor to treat a medical condition	Ineligible	
Medic alert identifications — Bracelet or necklace prescribed by a doctor in connection with treating a medical condition	Ineligible	
Medical alert programs — Expenses include installation of equipment and monthly monitoring fees	Ineligible	
Medical coinsurance — Amounts not covered by your or your spouse's medical plans	Eligible	
Medical conference — Admission and transportation costs	Ineligible	
Medical contract fees — Fees paid for exclusive provider care (examples include concierge services, boutique fees, and retainer fees)	Ineligible	
Medical copayments	Eligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Medical deductibles — Deductibles under your or your spouse's medical plans	Eligible	
Medical equipment — Costs to buy or rent durable equipment prescribed by a medical practitioner to alleviate or treat a medical condition. Examples include medical beds, nebulizers, and sleep therapy devices	Eligible	
Medical information — Amounts paid to a medical information plan for storage and retrieval of medical information	Ineligible	
Medical reasonable/customary — Amounts not paid by a medical plan that exceed reasonable and customary limits	Eligible	
Medical services — Services provided by doctors, surgeons, specialists, or other medical practitioners	Eligible	
Medical supplies — Over-the-counter items such as bandages, thermometers, and heating pads	Ineligible	
Medicare Part B Premiums	Ineligible	
Medicare Part D Premiums	Eligible	
Mental health — Includes psychoanalysis or amounts paid to a psychiatrist, psychologist, hospital, clinic, or mental health facility for medical care	Eligible	
Mentally handicapped home — Costs of keeping a mentally handicapped person in a special home, as recommended by a psychiatrist, to help the person adjust from life in a mental hospital to community living	Ineligible	
Nursing or retirement home fee — Fees for custodial services. Examples include room and board	Ineligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Nursing or retirement home fee — Fees for medical services. Examples include fees for doctors, therapists, and other medical practitioners	Eligible	
Nursing services — Wages and other amounts paid for nursing services to a patient at home or in a facility, such as a nursing home or rehabilitation center	Eligible	Home health care and private duty nursing are eligible. Fees for personal and household services aren't eligible.
Nursing services for newborns — Services by a nurse or attendant to care for a normal and healthy newborn at a hospital or at home	Ineligible	
Nutritional supplements — Supplements prescribed by a doctor to treat a diagnosed medical condition	Ineligible	
Nutritional supplements — Supplements taken for general health purposes. Examples include protein supplements, energy bars, and sports drinks	Ineligible	
Occupational therapy — Therapy received as medical treatment	Eligible	
Organ donor — Surgical, hospital, laboratory, and transportation expenses for an organ donor, if you paid the donor's expenses	Eligible	
Orthodontic fees — Orthodontic fees paid in a lump sum and in monthly installments	Ineligible	
Orthopedic shoes and inserts — Shoes and inserts prescribed by a doctor for a medical condition. Costs are limited to those that exceed the cost of regular footwear	Ineligible	
Over-the-counter medicine — Medications taken for general health purposes	Ineligible	
Over-the-counter medicine — Medications taken to relieve pain, colds, and medical conditions	Ineligible	

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Oxygen or oxygen equipment — Costs for rental or purchased equipment to relieve breathing problems caused by a medical condition	Eligible	
Pain relievers	Ineligible	
Personal-use items — Includes toiletries and cosmetics	Ineligible	
Personal-use items — Personal-use item used to prevent or ease a physical or mental defect or illness. Costs are limited to those that exceed common versions of the product	Ineligible	
Physical examinations — Routine physical examinations and related charges	Eligible	
Physical therapy — Therapy prescribed by a doctor as treatment for a medical condition	Eligible	
Premiums for medical insurance — Premiums paid on an after-tax basis for any type of medical, dental, or vision insurance coverage, including premiums for private insurance not provided by an employer	Eligible	Includes after tax Group Health premiums provided by employers when only HRA eligible retirees/dependents are covered by the group plan
Prenatal vitamins — Vitamins prescribed by a doctor for use during pregnancy	Ineligible	
Prescription drugs — Exceptions may apply to drugs prescribed for cosmetic or general health purposes	Eligible	
Prosthetics	Eligible	
Psychiatric care — Medical costs for psychiatric care	Eligible	
Psychiatric expenses — Includes psychoanalysis or amounts paid to a psychologist for medical care	Eligible	

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Expense List

 **Eligible**
 **Ineligible**
 **Potentially Eligible**

Expense	Covered?	More Details
Reading glasses — Nonprescription reading glasses		
Sales taxes — Sales and service taxes on eligible medical care or products		
Saline solution — Including solutions for eyes, ears, and nose		
School (alternative) — Costs of sending a problem child to an alternative school for benefits the child may receive from the course of study and disciplinary methods. Examples include court-ordered programs		
School payments for disabled — Expenses paid to an alternative school for a child with a severe learning disability if the main reason is using the school's resources to relieve the disability		
Service animals — Costs of obtaining and training a guide dog or other animal to provide assistance to a person with a disability		
Shipping — Charges to ship an eligible medical product		
Social activities — Activities such as dancing or swimming lessons, even if recommended by a doctor for general health improvement		
Speech therapy — Speech therapy costs when prescribed as treatment for a specific medical condition (such as autism, dyslexia, developmental delays, and rehabilitation)		
Sterilization — Costs of sterilization (vasectomy or tubal ligation) and reversal of sterilization operations		
Stop-smoking program — Over the counter products used to stop smoking		

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Expense List

Eligible
Ineligible
Potentially Eligible

Expense	Covered?	More Details
Stop-smoking program — Prescription drugs and medical services to stop smoking	Eligible	
Sunglasses — Non prescription sunglasses prescribed by an eye doctor for light sensitivity	Ineligible	
Support hose — Hose prescribed by a doctor for a medical condition	Ineligible	
Taxes — Social Security and Medicare taxes paid for a nurse, attendant, or other person who provides medical care	Ineligible	
Teeth whitening or bonding — Costs include bleaching, special whitening toothpaste, and bonding of teeth. These expenses are always considered cosmetic and aren't eligible	Ineligible	
Toothbrush — Any type of toothbrush, even if recommended by a dentist or orthodontist	Ineligible	
Transgender services — Examples include hormone therapy, counseling, and surgery	Ineligible	
Transportation expenses — Costs to receive medical care, including airfare, parking, tolls, taxis, rental cars, buses, gas for your car, or mileage	Ineligible	
Tutoring — Tutoring fees, recommended by a doctor, for a child who has severe learning disabilities caused by a mental or physical impairment, including nervous system disorders	Ineligible	
Umbilical cord storage — Costs to collect, freeze, and store umbilical cord blood only when a medical condition is present	Ineligible	
Uniforms	Ineligible	

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Expense List


Eligible


Ineligible


Potentially Eligible

Expense	Covered?	More Details
UVR treatments — Ultraviolet radiation treatments recommended by a doctor for a medical condition, such as chronic psoriasis		
Vacation or travel — Time off or travel for general health purposes		
Vaccinations — Amounts paid for vaccinations or immunizations against disease		
Varicose vein surgery — Expenses associated with the removal of varicose veins, when prescribed by a doctor for treatment of a medical condition		You must provide a statement of medical necessity from a licensed health care professional documenting the proof of medical necessity of this surgery.
Veneers — Fees for veneers, when covered by an insurance plan or recommended by a dentist as the only course of treatment		
Vision coinsurance — Amounts not covered by your or your spouse's vision plans		
Vision copayments		
Vision deductibles — Deductibles under your or your spouse's vision plans		
Vision expenses — Costs not covered by a vision plan		
Vision reasonable/customary — Amounts not paid by a vision plan that exceed reasonable and customary limits		
Vitamins — If prescribed by a doctor to treat a diagnosed medical condition; not eligible if simply taken for general health purposes		
Vitamins — Taken for general health purposes		

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Expense List

 **Eligible**
 **Ineligible**
 **Potentially Eligible**

Expense	Covered?	More Details
Walking aids — Examples include canes, walkers, and crutches		
Warranties — Warranties purchased for health-related equipment		
Weight loss — Program for general health		
Weight loss — Program prescribed by a doctor to treat a diagnosed medical condition		
Wheelchair		
Wigs — Wigs purchased with a doctor's recommendation for the mental health of a patient who has lost all of his or her hair from disease		
Work transportation expenses — Transportation costs to and from work, even though a physical condition may require special means of transportation		
Work-related medical expenses — Costs for an accident or illness not covered by workers' compensation or another medical plan		

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