

Make the following changes to the Comprehensive Protection Plan (including any needed revisions to section numbering, formatting, pagination, or Table of Contents), effective January 1, 2009 except where another effective date is specified:

Amend Section 1.01 as follows:

The Plan. The General Conference of The United Methodist Church established a program providing certain benefits for participating clergy and their beneficiaries, effective as of January 1, 1982, that has been known as the Comprehensive Protection Plan (hereinafter referred to as the “Plan”). Effective January 1, 1997, the Plan was amended and restated. Effective January 1, 2002, the Plan was again amended and restated. ~~Effective January 1, 2005 General Conference 2004 amended the Plan as provided herein.~~ **Effective January 1, 2005, the Plan was again amended and restated.** ~~Effective January 1, 2007 (the “Effective Date”) General Conference 2004 amended the Plan as provided herein.~~ **Effective January 1, 2007, the Plan was again amended and restated. Effective January 1, 2009 (the “Effective Date”), General Conference 2008 amended the Plan as provided herein.** This most recent statement of the Plan as amended constitutes the official plan document for the Plan.

Amend Section 2.06 by adding the following sentence to the end thereof:

A Beneficiary may be one or more legal persons, namely, individual(s), trust(s), estate(s), or other legal person(s).

Amend Section 2.21(c) as follows:

c. ~~the general agency to which the Participant is appointed~~~~General Council on Finance and Administration~~, if the Participant is appointed to serve a general agency which has a voting representative on the Committee on Personnel Policies and Practices which is a committee of the General Council on Finance and Administration; or

Amend Section 3.01a(3) as follows:

(3) a ~~e~~Clergy member **(including a deacon)** who is (i) in full connection, (ii) a probationary member, ~~or~~(iii) an associate member, of a Conference, **or (iv) a clergy member or probationary member of an Other Methodist Denomination appointed to a Conference**, in all cases serving under full-time episcopal appointment;

Amend Section 3.01a(5) as follows:

(5) a ~~C~~clergyperson of another denomination and appointed to a charge of a United Methodist Church or the Puerto Rico Methodist Church if such person is not participating in a similar program of the denomination to which such person belongs **and is serving under full-time episcopal appointment**;

Amend Section 3.01d(1) as follows:

(1) was an Active Participant in this Plan on ~~or~~~~and~~ after January 1, 1987, and during such period of participation he or she retired and was eligible to receive a benefit on the date of retirement from ~~the Account under~~ the Clergy Retirement Security Program, provided **that** such person had been an Active Participant in this Comprehensive Protection Plan for **(A)** two full consecutive years (i.e., for 730 days) immediately

preceding such retirement, **(B) at least five of the ten years immediately preceding such retirement, or (C) such person has or had been an Active Participant in this Comprehensive Protection Plan for at least twenty-five years;**

Effective January 1, 2012, amend Section 3.01d(1) as follows:

(1) was an Active Participant in this Plan on or after January 1, 1987, and during such period of participation he or she retired and was eligible to receive a benefit on the date of retirement from the Clergy Retirement Security Program, provided that **(A) such person had been an Active Participant in this Comprehensive Protection Plan for ~~(A) two full consecutive years (i.e., for 730 days) immediately preceding such retirement, (B) at least five of the ten years immediately preceding such retirement, or (C)(B) such person has or had been an Active Participant in this Comprehensive Protection Plan for at least twenty-five years;~~**

Amend Section 3.02e as follows:

e. A person described in Section 3.01a(3) who has received an appointment beyond the local church, to a Salary-Paying Unit for which the Conference does not assume enrollment responsibility, may become an Active Participant in the Plan only if his/ **or** her Salary-Paying Unit has made special arrangements with the Administrator, pursuant to an appropriate Adoption Agreement, to enroll persons in that category into the Plan, in accordance with Section 3.03 below, and the Salary-Paying Unit then enrolls such person in the Plan.

(1) **Notwithstanding the general omission rules of Section 3.04, if that individual is receiving the applicable Plan Compensation, as described in Section 3.01a, he or she shall participate in the Plan with full coverage under the Plan. the terms of items (1) and (2) of Section 3.04b shall apply to such individual. In addition, the terms of Section 4.01a shall apply to such individual.**

(2) If that individual is not receiving the applicable Plan Compensation, as described in Section 3.01a, he or she shall participate in the Plan with coverage limited as provided in Section 3.03 **and subject to the limitation of Section 3.04b(3). In addition, the terms of Section 4.01b shall apply to such individual.**

(3) **If that individual is appointed to less than full-time service, he or she shall participate in the Plan subject to the limitations of Sections 3.03 and 3.04b(3) and the terms of Section 4.01b shall apply to such individual.**

Amend Section 3.04b(3) as follows:

(3) ~~The provisions of this Section 3.04b shall not apply, and there shall be no late or retroactive enrollment, for any person who would have enrolled in the Plan under a special arrangement described in Section 3.03 above, and who was not properly enrolled within the 90-day period described in Section 3.03a(2).~~ **In the case of any person enrolled in the Plan under a special arrangement described in Section 3.03a(1) above, if the person was not properly enrolled within the 90-day period described in Section 3.03a(2), items (1) and (2) of this Section 3.04b shall apply if the Plan**

Sponsor accepts responsibility for the erroneous omission by providing sufficient evidence in the judgment of the Administrator of the Plan Sponsor's culpability and paying all contributions related to the person plus any late fee or interest penalty assessed by the Administrator.

Amend Section 3.04b by adding a new subsection (4):

(4) Notwithstanding the terms of Section 3.04b(3), the provisions of items (1) and (2) of this Section 3.04b shall not apply, and there shall be no late or retroactive enrollment, for any person who could have enrolled in the Plan under an optional special arrangement described in Section 3.03a(1) above, who was given notice of his or her eligibility by his or her Plan Sponsor at the time described in Section 3.03a(2), who did not elect to participate in the Plan, by inaction or otherwise, and who was not enrolled within the 90-day period described in Section 3.03a(2).

Amend Section 4.03a as follows:

a. The applicable Plan Sponsor, in the case of Active Participants in items (a) and (b) in Section 4.02 above, or the applicable unit, in the case of Active Participants in items (c), (d), (e), or (f), may annually elect to require each Active Participant for that Plan Sponsor or unit to contribute an amount up to 1% of such Active Participant's Contribution Base. **Notwithstanding the foregoing, the applicable Plan Sponsor or unit may annually elect to require each Active Participant for that Plan Sponsor or unit who is enrolled pursuant to an optional special arrangement described in the second clause of Section 3.03a(1) to contribute an amount up to 4.4% of the**

Denominational Average Compensation. Any ~~such~~ contributions **made pursuant to this section 4.03a** shall be counted toward meeting the required Church contribution under **items (a) and (b) of Section 4.01a.**

Amend Section 5.01 by adding a new subsection d after subsection c that reads as follows:

d. Notwithstanding the terms of Section 5.01c, on and after January 1, 2009, any benefit payable under this Section 5.01 shall not cease if a Surviving Spouse remarries. In addition, beginning January 1, 2009, benefits may be reinstated for a Surviving Spouse who had his or her benefit payable under this Section 5.01 terminated on account of remarriage pursuant to Section 5.01c, above, effective prospectively the first day of the month following receipt by the Administrator of a request for such reinstatement. In no event will the Administrator be under any obligation to pay retroactive benefits to Surviving Spouses affected by the remarriage limitations of Section 5.01c. Furthermore, the Administrator will not have any obligation to reinstate benefits under this Section 5.01d in the absence of a request from the Surviving Spouse.

Amend Section 5.04a(4) as follows:

(4) Even if a disabled person is otherwise eligible to receive disability benefits under this Section 5.04, no disability benefit shall be approved ~~on a retroactive basis for any period of time in excess of 365 days from the date the payment of disability benefits is approved.~~

(i) **for a disabled person who submits his or her application for benefits within 180 days of his or her disability date as determined by the Administrator, on a retroactive basis for any period of time in excess of 365 days from the date the payment of disability benefits is approved, or**

(ii) **for a disabled person who submits his or her application for benefits more than 180 days but no more than 365 days after his or her disability date as determined by the Administrator, on a retroactive basis for any period of time more than 180 days after the disability date as determined by the Administrator.**

In addition, even if a disabled person is otherwise eligible to receive disability benefits under this Section 5.04, to actually receive such benefits he or she (or his or her representative) must submit a written application for such benefits to the Administrator within 365 days from the date that his or her disability is determined to have begun.

Amend 5.04(c)(2) of the Comprehensive Protection Plan as follows:

Pension Credit. In addition, during the Participant's disability, an annual allocation from the Protection Benefit Trust, made in monthly installments, shall be credited to the Participant's Account in the applicable clergy retirement plan in an amount equal to 3% of compensation as defined by the applicable clergy retirement plan. **Notwithstanding the foregoing, effective January 1, 2010, any allocation described in this Section 5.04(c)(2) shall cease for any Participant who terminates or has terminated his or her Conference relationship by (i) honorable location as described in ¶360, (ii)**

withdrawal as described in ¶361, (iii) surrender of ministerial credentials as described in ¶361 or ¶2719, (iv) a penalty assessed by a trial court within the meaning of ¶2711.3, or (v) surrender of local pastor's license as described in ¶320 of *The Book of Discipline*, thereby ceasing to be a member of the Conference, as of the date of such termination.

Amend Section 5.04c(8) as follows:

(8) Other Income Offset. After the application of the Social Security reduction described above **in Section 5.04c(7)**, the amount of the disability benefit payable under this Section 5.04 shall also be reduced on a dollar-for-dollar basis when the **sum of the amounts specified in items (i), (iii), (iii), (iv) and (v)** below exceeds: (a) during the first 24 months of disability, 100% **of** the Plan Compensation of the Participant at the time the disability occurred, as increased annually by 3%; and (b) after the first 24 months of disability, 70% **of** the Plan Compensation of the Participant at the time the disability occurred, as increased annually by 3%. **The amount of this reduction shall be the amount by which the sum of items (i), (ii), (iii), (iv) and (v) exceeds the amount described in (a) or (b) as applicable.**

Delete Section 6.04 in its entirety.

Re-number Section 6.05 as 6.04.

Re-number Section 6.06 as 6.05.

Amend Section 7.01j. as follows:

j. To assist any Participant regarding his/ **or** her rights, benefits or elections available under the Plan-;

Add a new subsection k to Section 7.01 after subsection j that reads as follows:

k. To establish and utilize early intervention procedures through which the Administrator or its agents may evaluate Participants demonstrating characteristics representative of a claimant for disability benefits (such as absenteeism, being placed on short-term disability or salary continuation) prior to such Participant filing a claim for disability benefits and recommend a course of action for an at-risk Participant and his or her Plan Sponsor, which course may include, but shall not be limited to, integration with an employee assistance program under Section 7.01l of the Plan, and health and wellness initiatives.

Add a new subsection l to Section 7.01 after subsection k that reads as follows:

l. To establish and administer an employee assistance program for the benefit of Participants who are identified by the Administrator as potential claimants for disability benefits through early intervention procedures described in Section 7.01k or otherwise, for Participants who have submitted claims for disability benefits, and for Surviving Spouses and Beneficiaries who might need such services. The employee assistance program (“EAP”) may provide counseling, condition management and assistance, employment assistance and other similar aid. The

Administrator may delegate administration of the EAP to an agent and the Trustee may pay such agent reasonable fees for administration of the EAP.

Amend Section 7.07 as follows:

Submission of Claims. In its discretion, the Administrator may authorize the payment of a benefit that is otherwise authorized by this Plan without the formal submission by a ~~Participant~~ **claimant** (or by his or her appropriate representative) of a claim for benefits. In the alternative, the Administrator may require the submission of a formal claim for benefits for any benefit that is otherwise authorized by this Plan. Any claims for benefits under the Plan shall be filed with the Administrator by a ~~Participant~~ **claimant** (or his or her representative) on forms supplied by the Administrator. Written notice of the disposition of such a claim shall then be furnished by the Administrator to the Plan Sponsor and to the claimant, within 45 days after all required forms and materials related to the claim have been properly filed and received by the Administrator. The claim and appeal procedures described herein shall apply both to claims for initial benefits under the Plan, and also to claims regarding any benefits under the Plan that a ~~Participant~~ **claimant** (or his or her appropriate representative) believes are still owed after the payment of benefits under the Plan has begun, or has been completed. In any case where benefit payments have otherwise been completed, the resulting cessation of benefits shall continue unless and until there has been an official reversal of the cessation of benefits, pursuant to a decision that has been made under the Plan's claim and appeal procedures.

Amend Section 7.09 as follows:

If a ~~Participant~~ **claimant** is denied benefits hereunder, the ~~Participant~~ **claimant** shall have the right to appeal the decision in accordance with the following procedures:

Amend Section 7.10 as follows:

Appeal a Condition Precedent to Civil Action. No cause of action in law or equity with respect to any alleged violation of the terms and conditions of this Plan, or otherwise regarding the benefits under this Plan, shall be commenced or maintained by any ~~Participant~~ **claimant** (or his or her representative) unless and until such ~~Participant~~ **claimant** (or the representative) has initiated and completed the process of an Appeal as set forth in Sections 7.07 to 7.09 of this Plan. In addition, any such cause of action with respect to this Plan must be commenced by the ~~Participant~~ **claimant** (or the representative) within six months of the date of the written notice sent by the Administrator to the ~~Participant~~ **claimant** (or the representative) regarding the final denial of the Appeal. The notice sent out by the Administrator should describe this time limit.

Amend Section 9.01(a) as follows:

Except where provided otherwise in the Plan, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind, **except to the extent that a Participant or claimant has received an overpayment under this Plan or any other plan administered by the Administrator**, and any attempt to alienate, sell, transfer, assign,

pledge, or otherwise encumber such benefit, whether presently or thereafter payable, shall be void.

Amend Section 9.04b as follows:

b. A Participant may, from time to time, in such form as required by the Administrator, during the Participant's lifetime, change the Beneficiary. ~~Notwithstanding the foregoing, the Beneficiary of a married Participant shall automatically be deemed to be his/her Spouse, and a Participant may not designate another person as primary or contingent Beneficiary without the written consent of the Spouse on a form required by the Administrator.~~ **Notwithstanding a Participant's Beneficiary designation to the contrary, if the Spouse of a deceased Participant survives him or her, the Participant's surviving Spouse will be his or her Beneficiary and benefits will be paid to that Spouse unless:**

(1) the Spouse consents in writing after the Participant's death, or had consented in writing before the Participant's death, to the Participant's designation of another Beneficiary, witnessed in either case by a Plan Sponsor or an Administrator representative (other than the Participant) or a notary public. The Spouse must consent as specified above to each change in Beneficiary unless the original consent expressly permits the Participant to further change his or her Beneficiary without the requirement of further consent by the Spouse;

(2) the Participant is legally separated from his or her Spouse or has been abandoned (within the meaning of local law) by his or her Spouse, and, in either case, the Participant has a court order to such effect;

(3) the Spouse disclaims the Participant's Account, before receiving it, in writing in a form acceptable to the Administrator. The disclaimer must be of the entire benefit. The effect of such disclaimer is to treat the Spouse as if he or she had predeceased the Participant; or

(4) neither the Participant's survivors nor the Administrator can locate the Spouse (provided, however, that the Administrator will have no obligation to search for such Spouse).

If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if such guardian is the Participant, may give consent. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or due to other relevant facts and circumstances. A former Spouse's waiver shall not be binding on a current Spouse.

Amend Section 9.04c as follows:

c. A Participant may designate multiple Beneficiaries who will divide any benefit payable under Section 5.03 in equal shares, **per capita, unless the Participant clearly specifies another division.** Any election made by a Participant and consented to by his/

or her Spouse may be revoked by the Participant in writing without the consent of the Spouse, provided such revocation is filed by a form provided by the Administrator and filed with the Administrator during the Participant's lifetime.

Amend Section 9.05c as follows:

c. A Surviving Spouse may designate multiple Beneficiaries who will divide any benefit payable under Section 5.03g in equal shares, **per capita, unless the Surviving Spouse clearly specifies another division.** Any election made by a Surviving Spouse and consented to by his/ or her Spouse may be revoked by the Surviving Spouse in writing without the consent of the Spouse, provided such revocation is filed by a form provided by the Administrator and filed with the Administrator during the Surviving Spouse's lifetime.

Amend Section 11.04 by adding a new subsection f after subsection e that reads as follows:

f. **Notwithstanding the terms of Section 11.04e, on an after January 1, 2009, any benefit payable under this Section 11.04 shall not cease if a Surviving Spouse remarries. In addition, beginning January 1, 2009, benefits may be reinstated for a Surviving Spouse who had his or her benefit payable under this Section 11.04 terminated on account of remarriage pursuant to Section 11.04e, above, effective prospectively the first day of the month following receipt by the Administrator of a request for such reinstatement. In no event will the Administrator be under any obligation to pay retroactive benefits to Surviving Spouses affected by the**

remarriage limitation of Section 11.04e. Furthermore, the Administrator will not have any obligation to reinstate benefits under this Section 11.04f in the absence of a request from the Surviving Spouse.

RATIONALE: The General Board wishes to make certain technical corrections and plan design changes for the benefit of participants in the Comprehensive Protection Plan and to ease the administration of the plan.

SUBMITTED BY: Barbara A. Boigegrain, General Secretary

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Bishop Ben R. Chamness, Chairperson

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