

# UMLifeOptions

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# **UMLifeOptions**

(Effective January 1, 2026)

A Disability and Death Benefit Plan  
of The United Methodist Church

An Employee Welfare Benefits Church Plan  
Administered by Wespath

# UMLifeOptions

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# UMLifeOptions

## ARTICLE I — THE PLAN

**1.01 History.** The Basic Protection Plan (hereinafter referred to as BPP) was previously established as a protection plan for the benefit of eligible persons. In addition to BPP, the Death Benefit Program and the Death Benefit Program Plus (hereinafter collectively referred to as the DBP Plans) had been established as protection plans for the benefit of certain eligible persons. The DBP Plans were merged into BPP which was amended and restated effective January 1, 1993. BPP was again amended and restated January 1, 1997. Effective January 1, 2009, Wespath amended and restated BPP such that (i) BPP was terminated; (ii) UMLifeOptions (hereinafter referred to as the Plan), a protection plan for eligible persons, which provides life insurance, accidental death and dismemberment insurance and long-term disability income protection insurance benefits, was established; and (iii) claimants receiving or eligible for benefits under BPP on or before December 31, 2008 will receive benefits under UMLifeOptions for as long as they remain eligible. The Plan is amended and restated effective as of January 1, 2026, to reflect the name change of The General Board of Pension and Health Benefits of the United Methodist Church to Wespath, the transfer of the Trustee role from UMC Benefit Board, Inc. to Wespath, and other clarifying changes.

**1.02 The Plan.** The Plan for any Plan Sponsor consists of the following plans, plus any others that may be added to the Plan (and minus any plans that may be removed from the Plan), at the discretion of the Plan Administrator, from time to time, which the Plan Sponsor has adopted through an Adoption Agreement:

- (a) the Lay Life Insurance Plan;
- (b) the Lay Long-Term Disability Plan;
- (c) the Clergy Supplemental Life Insurance Plan; and
- (d) the Optional Life Insurance Plan.

The Plan will apply to a Participant or a covered Dependent as of the date such person first became eligible for the Plan. Claims for benefits incurred before this effective date must be submitted under the provisions of the plan in effect on the date the Claim was incurred.

Notwithstanding anything herein to the contrary, the General Board may agree to refer to the benefits provided under the Plan with respect to any Plan Sponsor by a name that is unique to that Plan Sponsor as provided under its Adoption Agreement or an administrative services agreement. Such name will be used to refer to the component of the Plan that provides benefits with respect to the covered individuals of that Plan Sponsor. With respect to the Global Methodist Church, the benefits provided under the Plan will be referred to as the Covenant Life Options Plan.

**1.03 Nature of Plan.** The Plan is a church plan as that term is defined under section 414(e) of the Internal Revenue Code of 1986, as amended, and section 3(33) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The Plan is intended to be a plan of one or more church-sponsored employee welfare benefit plans within the meaning of ERISA §3(1). Plan Sponsors may or may not be Affiliates of one another. For the purpose of Code §414(e), the Plan Sponsors are each intended to be a church, a convention or association of churches (within the meaning of Code §414(e)(3)(C)), or an organization controlled by or associated with a church or a convention or association of churches (within the meaning of Code §414(e)(3)(D)). Accordingly, the Plan Sponsors are intended to be one employer for the purpose of Code §414(e). Further, the Plan is exempt from ERISA as a Church Plan to the extent permitted under Code §410(d) and ERISA §4(b)(2), and any other applicable law.

**1.04 Defined Terms.** As used in this Plan, capitalized terms, including acronyms, have the meanings set forth in Article II. When not set forth in that Article, capitalized terms have the meanings set forth in predecessor plans or the meanings given to them in *The Book of Discipline*, or applicable laws or regulations.

**1.05 Funding.** Required Premiums to fund the benefits provided under the Plan are made by the Plan Sponsors and Participants as provided in the Plan.

(a) ***The Trust.*** To receive such Required Premiums, Wespath has established the Trust pursuant to a trust agreement. All benefits under the Plan, other than benefits under Supplement I, will be provided exclusively by the Policies which are held by the Trust; Supplement I benefits will be paid from an account at Wespath. The Trustee has the powers and duties specified in the trust agreement. Wespath has the authority to replace the Trustee of the Trust at any time, or to establish additional Trusts to fund benefits under the Plan.

(b) ***Insurance Contracts.*** Wespath may purchase insurance contracts to provide benefits under the Plan, and, in such event, the term Trust will also include the Plan's interest in such insurance contracts. Such insurance contracts may be entered into by Wespath.

**1.06 Plan Sponsors.**

(a) ***Eligible Entities.*** Subject to the limitations of Section 1.06(b) below, any of the following entities that is eligible to participate in an employee welfare benefit plan that is a Church Plan and satisfies the Plan's underwriting requirements is eligible to execute an Adoption Agreement to be a Plan Sponsor under the Plan:

(i) An entity that is:

(A) controlled by or associated with The United Methodist Church;

(B) a Code §501(c)(3) organization; and

(C) eligible to sponsor a Church Plan.

(ii) An entity:

(A) that does not satisfy paragraph (a)(i); but

- (B) that pays one or more Clergypersons who are under episcopal appointment, or appointed by a Disaffiliated Church, to such entity; and
- (C) that sponsors the Plan with respect to any such Clergyperson who qualifies under Code §414(e)(3)(B)(i), even though The United Methodist Church or a Disaffiliated Church is deemed to be such Clergyperson's employer under Code §414(e)(3)(C). Notwithstanding the foregoing, any such Clergyperson will be treated as a Clergy Employee of the Plan Sponsor for the purposes of this Plan.

- (iii) An entity described in Code §414(e)(2), provided that the Plan Administrator determines that the number of Participants covered by such Plan Sponsor meets the limits of Code §414(e)(2).

No other entity may be a Plan Sponsor of the Plan.

- (b) **Covered Individuals.** Plan Sponsors who qualify under Section 1.06(a) above may execute an Adoption Agreement with respect to the following types or classes of individuals:
  - (i) Lay Employees;
  - (ii) Clergypersons;
  - (iii) Retired Employees; and
  - (iv) Retired Clergypersons.

Subject to rules adopted by the Plan Administrator and applicable coverage and nondiscrimination requirements of the Code and Treasury Regulations, a Plan Sponsor may execute more than one Adoption Agreement covering different classifications of Employees.

**1.07 Adoption of the Plan.** An eligible Plan Sponsor may adopt the Plan in accordance with Article XIII and the terms of an Adoption Agreement. A Plan Sponsor may discontinue sponsoring the Plan in accordance with Article XIII and the terms of its Adoption Agreement.

## ARTICLE II — DEFINITIONS

Each word and phrase defined in this Article II shall have the following meaning whenever such word or phrase is capitalized and used herein, unless a different meaning is clearly required by the context of the Plan. The definition of any term herein in the singular may also include the plural.

- 2.01 Adoption Agreement.** The term Adoption Agreement means an agreement that is executed by each Plan Sponsor and which becomes part of the Plan when it is accepted by the Plan Administrator. An Adoption Agreement is the means by which a Plan Sponsor adopts the Plan and specifies any optional provisions that are a part of the Plan as to that Plan Sponsor.
- 2.02 Affiliated Organization.** The term Affiliated Organization means any of the organizations and corporations associated with Wespeth through The United Methodist Church, as described in Section 414(e) of the Code.
- 2.03 Book of Discipline.** The term *The Book of Discipline* means the body of church law established by the General Conference of The United Methodist Church, as amended and restated from time to time. Cited paragraphs or other subdivisions are made to *The Book of Discipline 2020/2024*, but are deemed to refer to successor provisions when an amendment or restatement of *The Book of Discipline* causes a change in citation.
- 2.04 Calendar Year.** The term Calendar Year means a 12-month period beginning on January 1 and each 12-month period thereafter.
- 2.05 Central Conference.** The term Central Conference means a Conference of The United Methodist Church described in ¶541 and Section III of Chapter Four of *The Book of Discipline*.
- 2.06 Church Plan.** The term Church Plan means an employee benefit plan established and maintained for its employees by a church or by a convention or association of churches as established in §414(e) of the Code and §3(33) of ERISA.
- 2.07 Claim.** The term Claim means a notification in a form acceptable to the Insurer and the Plan Administrator. This notification should include details, including a claimant's name, age, gender, identification number and any other information that the Insurer may request.
- 2.08 Clergy person.** The term Clergy person means a person who is (a) a bishop of a jurisdictional conference, not a bishop of a Central Conference (because for the purposes of this Plan a bishop of a Central Conference is treated as a Lay Employee), (b) a clergy person, including a deacon, who is a member in full connection, a probationary or provisional member or an associate member, of an annual conference, (c) a local pastor (as these terms are described in either Chapter Two or Three of *The Book of Discipline*), (d) an ordained clergy person from another Methodist denomination or (e) an ordained clergy person from another denomination. In addition, the term Clergy person will include a clergy person who is employed by a Disaffiliated Church. With respect to such Clergy persons, the terms of the Plan will be interpreted by the Plan Administrator in a manner that it deems reasonable and appropriate under the circumstances; for example, definitions that apply only to Clergy persons of The

United Methodist Church (such as “under episcopal appointment”, “Conference”, or *The Book of Discipline* definitions) will be deemed inapplicable to Clergypersons of a Disaffiliated Church, and will instead be interpreted in a manner that is reasonable and appropriate in that context

- 2.09 Code.** The term Code means the Internal Revenue Code of 1986, as amended.
- 2.10 Comprehensive Protection Plan (CPP).** The term Comprehensive Protection Plan or CPP means the self-insured, long-term disability and death benefits plan for Clergy of The United Methodist Church that has been established by General Conference and is administered and maintained by Wespath.
- 2.11 Conference.** The term Conference means an annual conference, provisional conference or missionary conference of The United Methodist Church that is located in a U.S. jurisdictional conference and not a Central Conference as such entities are defined in *The Book of Discipline*.
- 2.12 Dependent.** The term Dependent means:
- (a) a Participant’s unmarried children who were born alive and are younger than 19 years of age. Stillborn children are not eligible for coverage.
  - (b) a Participant’s unmarried dependent children who are at or over age 19 but under age 25 and who are full-time students at an accredited school.

For the purposes of the Plan, children include natural offspring, lawfully adopted children and stepchildren; they also include foster children and other children who are dependent on the Participant for their primary support and living with the Participant in a regular parent-child relationship. A child will be considered adopted on the date of placement in a Participant’s home.

- 2.13 Disaffiliated Church.** A local church or group of churches that has disaffiliated from The United Methodist Church under the provisions of ¶2553 of *The Book of Discipline* (which became effective at the close of 2019 General Conference and expired on December 31, 2023), or has changed its connectional relationship pursuant to ¶2547, ¶2548, or ¶2549 of *The Book of Discipline* or otherwise but retains common religious bonds and convictions with The United Methodist Church through shared heritage or Wesleyan/Methodist values and beliefs.
- 2.14 Employee.** For the purposes of this Plan, the term Employee means a person who is described as an employee of a church in §414(e)(3) or §7701(a)(20) of the Code, i.e., he or she must be eligible to participate in a Church Plan. An Employee may be a (i) Lay Employee of a Plan Sponsor or (ii) a Clergyperson appointed to a Plan Sponsor, who has been made eligible for this Plan by the Plan Sponsor’s elections in its Adoption Agreement. An Employee may be a former Employee who has retired.

- 2.15 ERISA.** The term ERISA means the Employee Retirement Income Security Act of 1974, as amended.
- 2.16 Insurer.** The term Insurer means Unum Life Insurance Company of America (Unum). The Plan Administrator has entered into insurance contracts and administrative services agreements with the Insurer, through which the Plan Administrator has delegated certain administrative and fiduciary duties to the Insurer, including, but not limited to, processing, adjudicating and paying Claims and hearing and deciding Claims appeals. The Insurer has issued to the Trust Policies of insurance and Unum summary of benefits numbers **128889** and **128890**, which insure the eligible Employees of Plan Sponsors of the Plan.
- 2.17 Lay Employee.** The term Lay Employee means a person who is a common law employee of an Affiliated Organization that has executed an Adoption Agreement for this Plan. Temporary and seasonal employees shall not be considered Lay Employees under this Plan. For a Plan Sponsor that is an annual conference, Lay Employees are common law employees of the annual conference offices. For the purposes of this Plan, bishops of the Central Conferences of The United Methodist Church, although they are clergy, will be considered Lay Employees of the Plan Sponsor that adopts the Plan on their behalf, generally the General Council on Finance and Administration. Central Conference bishops may only be covered in the Lay Life component of the Plan; they may not be covered in the Lay Long-Term Disability component.
- 2.18 Participant.** The term Participant means either the covered Employee or Clergy person, but this term applies only while such person is enrolled under the Plan. The term also may include Retired Employees of Plan Sponsors who are eligible to participate under the Plan's terms and the Plan Sponsor's Adoption Agreement.
- 2.19 Plan.** The term Plan means the *UMLifeOptions* Plan maintained by the Plan Administrator on behalf of its Employees and the Employees and other Participants of the Plan Sponsors. The Plan is a Church Plan.
- 2.20 Plan Administrator.** The term Plan Administrator means Wespath, an administrative general agency of The United Methodist Church, or any successor.
- 2.21 Plan Sponsor.** The term Plan Sponsor means the Conference—if the Participant is an Employee of the Conference office or a Clergy person who is appointed to a local church or a Conference-controlled entity—or the Affiliated Organization for other Employees, that has executed an Adoption Agreement.
- 2.22 Plan Year.** The term Plan Year means the 12-month period ending on December 31 of each Calendar Year. With respect to Plan Sponsors and Employees who first adopt or enroll in the Plan, it may mean the portion of the Plan Year following the date participation commences (i.e., a short Plan Year); for Plan Sponsors and Employees who terminate participation, it shall mean the portion of the Plan Year up to the date participation terminates.
- 2.23 Policies.** The term Policies means the contract policies of insurance issued by Unum to the Trust that insure the eligible Employees of Plan Sponsors of the Plan: Unum Summary of Benefits numbers **128889** and **128890**.

- 2.24 Required Premium.** The term Required Premium means contributions or premiums due to the Plan for coverage under the Plan, as calculated by the Plan Administrator and the Insurer in their discretion, and any other amounts due as a condition of receiving coverage under the Plan.
- 2.25 Retired Clergy person.** The term Retired Clergy person means a Clergy person who has retired in accordance with *The Book of Discipline* and has met the eligibility requirements established by his or her Plan Sponsor to qualify for life insurance benefits in retirement. Plan Sponsors will inform the Plan Administrator whether each retiring Clergy person has qualified as a Retired Clergy person for the purposes of this Plan. A Plan Sponsor may exclude Clergy persons who retire under the 20-year rule established in *The Book of Discipline*. Plan Sponsors may make exceptions to the general five-year rule (or 10-year, 15-year or 20-year) for retired coverage eligibility for Clergy persons who retire after service in certain special appointments, such as appointments under ¶346.1 or ¶344.1.
- 2.26 Retired Employee.** The term Retired Employee means a Clergy person who has retired in accordance with *The Book of Discipline* (or, in the case of a Plan Sponsor that is a Disaffiliated Church, in accordance with the Plan Sponsor’s retirement policy) and has met the eligibility requirements established by his or her Plan Sponsor to qualify for life insurance benefits in retirement. Plan Sponsors will inform the Plan Administrator whether each retiring Lay Employee has qualified as a Retired Employee. In addition, a Central Conference bishop will be considered a Retired Employee if the Plan Sponsor, the General Council on Finance and Administration, informs the Plan Administrator that he or she has qualified as a Retired Employee.
- 2.27 Spouse.** The term Spouse, for purposes of the Plan, means a person who is married to a Lay Employee or Clergy person in accordance with the law of the jurisdiction in which the Lay Employee or Clergy person resides. A person who is a “common law” spouse is not considered a Spouse for the purposes of the Plan. A person who is a Spouse will still be a Spouse even if the person is geographically or legally separated (but not yet divorced) from the person to whom he or she is married.
- 2.28 Trust.** The term Trust means the Trust for the UMLifeOptions Plan.
- 2.29 Trustee.** The term Trustee means Wespath.

## ARTICLE III — ELIGIBILITY

**3.01 General Rule.** An Employee shall be eligible to participate in this Plan if the Employee:

- (a) is considered an employee of The United Methodist Church or a Disaffiliated Church as described in Sections 414(e)(3) and 7701(a)(20) of the Code;
- (b) works for a Plan Sponsor;
- (c) meets the basic eligibility requirements of Sections 3.02, 3.03, 3.04, 3.05 or 3.06 below;
- (d) satisfies the enrollment requirements of Section 3.13;
- (e) satisfies the additional requirements for eligibility elected by his or her Plan Sponsor pursuant to Section 3.08;
- (f) and is not excluded from participation in accordance with the provisions of Sections 3.11 below.

**3.02 Lay Life Insurance Plan Participation.** An individual who is one of the following shall be eligible to participate in the Lay Life Insurance Plan if his or her Plan Sponsor has adopted the Lay Life Insurance Plan for his or her category of individuals:

- (a) a Lay Employee of a General Agency who is normally scheduled to work 20 or more hours per week, excluding, however, a person who is employed by a General Agency as a missionary of The United Methodist Church;
- (b) a Lay Employee of a Plan Sponsor other than a General Agency who is normally scheduled to work 20 hours or more per week;
- (d) a bishop of one of the Central Conferences of The United Methodist Church, if the General Council for Financial Administration has adopted the Lay Life Insurance Plan for Central Conference bishops;
- (e) a Clergy person appointed to an employer (a non-Conference entity), and that Plan Sponsor has not adopted CPP but has adopted this Plan to cover its Lay Employees, who will be eligible as though he or she were a common law employee, subject to the same eligibility rules as Lay Employees for the Plan Sponsor (this rule will not apply to local churches with an appointed Clergy person who could be eligible for CPP through the Conference);
- (f) a Clergy person who is not eligible to participate in CPP whose Plan Sponsor, which is a Conference, has elected to cover his or her class of Clergy persons under the Lay Long-Term Disability and Life Insurance Plan, may be eligible for coverage subject to the rules of the Plan and the elections of the Plan Sponsor in its Adoption Agreement. Through the provision of this Section 3.02(f) a Conference can elect to cover certain

Clergypersons, e.g., part-time local pastors and certain members of other denominations under Episcopal appointment who are not eligible for coverage in CPP, and who are appointed to one of the following entities:

- (i) local church or pastoral charge located in the Conference;
- (ii) a Conference-responsible unit (as provided in ¶344.1(a)(1) of *The Book of Discipline*) located within the Conference;
- (iii) the Conference; or
- (iv) a Conference-controlled entity approved by the Conference;

if the individual:

- (g) works at least 1,040 hours in a Plan Year;
- (h) is at least 15 years old; and
- (i) meets the additional eligibility requirements that his or her Plan Sponsor has elected for coverage in its Adoption Agreement pursuant to Section 3.08.

**3.03 Clergy Supplemental Life Insurance Plan Participation.** An individual is eligible to participate in the Clergy Supplemental Life Insurance Plan if he or she is a Clergyperson appointed within a Conference that is a Plan Sponsor of the Clergy Supplemental Life Insurance Plan. The Plan Administrator will determine eligibility under this Section 3.03 in accordance with the terms and conditions of CPP and the Plan Sponsor's adoption agreement for CPP. In addition, the individual must meet the eligibility requirements of the Clergy Supplemental Life Insurance Plan described below and the requirements his or her Plan Sponsor chooses to establish through its Adoption Agreement.

- (a) A Clergyperson must work at least 1,040 hours in a Plan Year to be eligible for coverage. A Clergyperson is deemed to work 1,040 hours if his or her appointment is ½ time or greater.
- (b) A Clergyperson must be at least 15 years old to be eligible for coverage.

**3.04 Lay Long-Term Disability Plan Participation.** An individual who is eligible under the terms of Section 3.02 of this Plan to participate in the Lay Life Insurance Plan, other than a bishop of a Central Conference, will be eligible to participate in the Lay Long-Term Disability Plan, if his or her Plan Sponsor has adopted the Lay Long-Term Disability Plan, and if the individual meets the additional eligibility requirements that his or her Plan Sponsor has elected for coverage in its Adoption Agreement pursuant to Section 3.08. Bishops of Central Conferences are not eligible for the Lay Long-Term Disability Plan.

**3.05 Optional Life Insurance Plan Participation.** An individual who is one of the following shall be eligible to participate in the Optional Life Insurance Plan:

- (a) a Lay Employee, other than a bishop of a Central Conference, who is actively-at-work and covered in the Lay Life Insurance Plan; or
- (b) a Clergy person serving at a Conference that has adopted the Optional Life Insurance Plan for Clergy persons, who is enrolled in CPP through his or her Conference and is serving at least a ½ time appointment.

Bishops of Central Conferences are not eligible for the Optional Life Insurance Plan.

**3.06 Prior Plan Benefits.** Notwithstanding anything else contained in this Plan or BPP, BPP is terminated as of midnight on December 31, 2008. However, certain individuals, formerly eligible for benefits under BPP and the DBP Plans, remain eligible for the benefits described in Supplement I of this Plan, which replicates the terms and conditions of BPP, as amended, as it existed up to December 31, 2008. The individuals are described in this Section 3.06 and are considered “BPP Legacy Claimants.”

- (a) BPP Benefits. The Plan Administrator will administer benefits described in Supplement I to this Plan for BPP Legacy Claimants, who were receiving disability benefits from BPP as of December 31, 2008, and to former BPP Participants who have a Claim for disability or death benefits that occurred before January 1, 2009, and is subsequently approved by the Plan Administrator.
- (b) DBP Benefits. Individuals who were covered in the DBP Plans as of January 1, 1993, shall have their benefits paid by the Plan in accordance with the terms of Section 6.11 of Supplement I and the administration letter regarding the DBP Plans issued by the Insurer on February 9, 2009, which is effective January 1, 2009.

**3.07 Proof of Insurability.** The Plan Administrator and the Insurer reserve the right to require any Clergy person or Lay Employee to show proof of insurability at the time he or she is eligible to enroll for Plan coverage. Generally, for the purposes of this Plan, a Clergy person or Lay Employee is deemed to meet this proof of insurability requirement when an executed enrollment form is filed with the Plan Administrator or Insurer within 45 days of the Clergy person or Lay Employee’s date of eligibility.

**3.08 Plan Sponsor Requirements.** An individual who is otherwise eligible for coverage pursuant to Section 3.02, 3.03, 3.04 or 3.05 above, will not be eligible unless he or she meets the additional eligibility requirements that his or her Plan Sponsor may have established in its Adoption Agreement as described below:

- (a) Hours of Service Requirement. A Plan Sponsor may require that an Employee or Clergy person work more than 1,040 hours in a Plan Year to be eligible for coverage. A Plan Sponsor may require that an Employee or Clergy person:

- (i) be regularly scheduled to work at least 1,560 hours in a Plan Year (approximately 30 hours per week) to be eligible for coverage in the Plan. In this case, a Clergy person must be appointed to at least a  $\frac{3}{4}$  time appointment to be eligible for coverage. Or,
  - (ii) be regularly scheduled to work up to 2,000 hours in a Plan Year (approximately 40 hours per week), i.e., what the Plan Sponsor considers full-time, to be eligible for coverage in the Plan. In this case, a Clergy person must be appointed to a full-time appointment to be eligible for coverage.
- (b) Age Requirement. A Plan Sponsor may require an Employee or Clergy person be older than 15 to be eligible for coverage. A Plan Sponsor may require an individual to be:
- (i) 18 years old; or
  - (ii) 21 years old
- to be eligible for coverage.
- (c) Waiting Period. A Plan Sponsor may require that an Employee or Clergy person satisfy a waiting period after he or she begins working before becoming eligible for the Plan. A Plan Sponsor may choose not to have a waiting period. Or a Plan Sponsor may choose a waiting period that is:
- (i) three (3) months;
  - (ii) six (6) months; or
  - (iii) twelve (12) months
- long.

Service that a Lay Employee or Clergy person accrues in a prior life insurance or long-term disability plan of his or her Plan Sponsor in the year preceding the Plan Sponsor's adoption of this Plan will be applied toward any waiting period that the Plan Sponsor elects under this Plan.

**3.09 Dependents and Spouses.** A Lay Employee or Clergy person who is covered in the Plan may have his or her Spouse or Dependents, or both, covered under the Plan if his or her Plan Sponsor has elected to cover Spouses, Dependents, or both, in its Adoption Agreement.

- (a) Spouses and Dependents are not eligible for any coverage in the Lay Long-Term Disability Plan.
- (b) Spouse and Dependent coverage is subject to the terms of the Plan and Policies.
- (c) A Dependent may not be covered by more than one Employee.

- (d) An individual may not be covered as both a Spouse and a Lay Employee or Clergy person.
- (e) Dependents must be born alive to be eligible.
- (f) Dependents must be unmarried to be eligible.
- (g) Dependents are eligible for coverage if they are less than 19 years old. If a Dependent is a full-time student in an accredited school, he or she may be eligible for coverage until he or she reaches age 25.
- (h) Notwithstanding that an individual is covered as a Retired Employee or a Retired Clergy person, Spouses and Dependents of the individual are not eligible for coverage once the individual retires.

**3.10 Coverage in Retirement.** A Clergy person or Lay Employee may be eligible for certain life insurance coverage in retirement if his or her Plan Sponsor has elected to provide coverage to Retired Employees under the Lay Life Insurance Plan or to Retired Clergy persons under the Clergy Supplemental Life Insurance Plan in its Adoption Agreement.

- (a) **Lay Employee Coverage in Retirement.** If a Lay Employee's Plan Sponsor has elected to provide coverage to Retired Employees under the Lay Life Insurance Plan, and the Lay Employee has retired under the retirement policy of his or her Plan Sponsor becoming a Retired Employee under the Plan, he or she may be eligible in retirement for a benefit under the Lay Life Insurance Plan if he or she meets his or her Plan Sponsor's years of coverage requirement under Section 3.10(d).
- (b) **Clergy person Coverage in Retirement.** If a Clergy person's Plan Sponsor has elected to provide coverage to Retired Clergy persons under the Clergy Supplemental Life Insurance Plan, and the Clergy person is eligible for a death benefit in retirement through CPP, he or she may be eligible in retirement for a benefit under the Clergy Supplemental Life Insurance Plan if he or she meets his or her Plan Sponsor's years of coverage requirement under Section 3.10(d).
- (c) **Retiree Exclusions.**
  - (i) There are no Long-Term Disability benefits for Retired Employees or Retired Clergy persons.
  - (ii) Spouses and Dependents of Retired Employees and Retired Clergy persons are not covered in the Plan.

- (d) Years of Coverage Requirement. The Plan requires a Clergy person or Lay Employee to be covered for at least five consecutive years immediately preceding his or her retirement to be eligible for coverage as a Retired Clergy person or Retired Employee. In addition, a Plan Sponsor, through its Adoption Agreement, can require its Clergy persons and Lay Employees to be covered through active employment or service for a longer period than the Plan's base five-year rule.
  - (i) A Plan Sponsor may elect to require that Clergy persons and Lay Employees serve, be employed or be covered in the Plan for additional years beyond the Plan's five-year minimum rule. If a Plan Sponsor has made such an election, it has a duty to clearly notify its Clergy persons and Lay Employees of this additional requirement.

A Plan Sponsor may require Clergy persons and Lay Employees to be covered in the Plan for 10, 15 or 20 consecutive years immediately preceding retirement to be eligible for coverage as a Retired Clergy person or Lay Employee, i.e., five, 10 or 15 years beyond the Plan's basic five-year requirement.

- (e) If a Plan Sponsor is new to the Plan, and it offers coverage for Retired Clergy persons or Lay Employees, then a Clergy person's or Lay Employee's coverage under the prior life insurance plan of the Plan Sponsor will be credited toward satisfying the Plan's five-year coverage requirement, provided that the affected Clergy person or Lay Employee had coverage under the prior plan as of the effective date of the Plan Sponsor's Adoption Agreement.
- (f) If a Clergy person or Lay Employee has not been covered for five continuous years solely due to a break in coverage resulting from an uncovered leave of absence that lasted no longer than one year, he or she may be eligible for coverage as a Retired Clergy person or Retired Employee, if he or she has been serving at or employed by his or her Plan Sponsor (including the leave of absence) for at least five consecutive years.
  - (i) Cross-Conference appointments. From time to time, a Clergy person may be appointed outside his or her membership Conference, under ¶346.1 of *The Book of Discipline*, to a Conference that is not a Plan Sponsor. By (1) maintaining continuous coverage under the life insurance plan of the Conference to which he or she is appointed, and (2) returning to retire from the Plan Sponsor in which he or she is a member, the Clergy person can satisfy the Plan's five-year rule.
- (g) Coverage in Retirement is not guaranteed. Life insurance coverage in retirement through *UMLifeOptions* is not a vested benefit; it is not guaranteed to continue. Wespath reserves the right to amend or terminate the Plan at any time. In addition, a Plan Sponsor has reserved the right to amend or terminate its participation in the Plan, and may have reserved the authority to amend or terminate its life insurance plan for Retired Employees.

**3.11 Exclusions.** Notwithstanding the foregoing, the following individuals are excluded from the Plan.

- (a) Seasonal and temporary Lay Employees (normally scheduled to work fewer than six continuous months during a Plan Year, or normally scheduled to work more than 30 hours per week during a period of time that is fewer than six continuous months even if normally scheduled to work fewer than 30 hours per week beyond six months);
- (b) Lay Employees working fewer than 1,040 hours in a Plan Year;
- (c) Lay Employees who have terminated employment with their Plan Sponsor;
- (d) Clergypersons appointed to less than ½ time appointments;
- (e) Clergypersons granted honorable location as that term is defined in ¶359 of *The Book of Discipline*;
- (f) Clergypersons whose Conference relationship has been severed by withdrawal, surrender of ministerial credentials or a penalty assessed by a trial court within the meaning of ¶361, ¶2720.2 or ¶2711.3 of *The Book of Discipline*, or by surrender of the local pastor license as described in ¶320 of *The Book of Discipline*;
- (g) Clergypersons who have otherwise terminated their Conference membership or relationship; and
- (h) Individuals who are residing outside of the United States for more than six continuous months at a time (other than bishops in Central Conferences covered in the Lay Life Plan).

In addition, with respect to the Clergy Supplemental Life Insurance Plan:

- (i) part-time local pastors; and
- (j) part-time members of other denominations.

And, in any case:

- (k) individuals who have failed or whose Plan Sponsor has failed to pay Required Premiums on a timely basis; and
- (l) individuals who have been terminated from the Plan by the Plan Administrator or the Insurer because they have:
  - (i) committed fraud or misrepresentation, or knowingly given the Plan Administrator or the Insurer false material information;
  - (ii) materially violated the terms of the Plan.

### 3.12 Enrollment Requirements.

- (a) A Plan Sponsor must cover 100% of its eligible Employees in the Lay Life Insurance Plan and the Lay Long-Term Disability Plan, when it adopts either plan. A Plan Sponsor must cover 100% of its eligible Clergypersons in the Clergy Supplemental Life Insurance Plan.
- (b) In order to participate in this Plan, a Lay Employee or Clergyperson must be enrolled in the Plan within 45 days of becoming eligible to participate in the Plan. The Lay Employee's or Clergyperson's Plan Sponsor has the duty to submit enrollment information and materials from Lay Employees and Clergypersons to the Plan Administrator in a timely manner. Enrollment in the Plan after 45 days is subject to proof of insurability.

### 3.13 Special Rules.

- (a) Leaves of Absence.
  - (i) A Lay Employee taking a leave of absence may be eligible for continued coverage in the Plan, subject to the Policy terms, for up to 60 days from the beginning of such leave of absence, if his or her Plan Sponsor continues to pay the Required Premium. If the leave of absence is a leave subject to the Family and Medical Leave Act of 1993 (FMLA) or a similar applicable state family medical leave law, the Lay Employee may be eligible for continued coverage in the Plan, subject to the Policy terms, for up to 12 weeks from the beginning of such leave of absence, if his or her Plan Sponsor continues to pay the Required Premium.
  - (ii) A Clergyperson covered in the Plan who is appointed to family leave, maternity/paternity leave, or incapacity leave in accordance with *The Book of Discipline* (or, in the case of a Plan Sponsor that is a Disaffiliated Church, in accordance with the Plan Sponsor's leave policy) may be eligible to continue to be covered in the Plan, subject to the Policy terms, for up to 12 weeks from the beginning of such leave of absence, if his or her Plan Sponsor continues to pay the Required Premium.
  - (iii) Lay Employees and Clergypersons returning to work from a leave of absence, as a result of which they lost coverage, may have coverage reinstated upon return to active employment, as long as such return to active employment is no more than 12 months from the beginning of the leave of absence. Individuals returning to work within this time period will not have to satisfy a new waiting period. Enrollment after a return to work that is more than 12 months from the beginning of the leave of absence is subject to proof of insurability.

- (b) One Type of Coverage. An individual may not be covered in the Plan as a Lay Employee or Clergy person and as a Spouse or Dependent. A Dependent may not be covered in this Plan as a Dependent of more than one individual.
- (c) A Lay Employee who is disabled under the terms of the Lay Long-Term Disability Plan may continue to participate in this Plan pursuant to the terms of the Policy that insures the Lay Long-Term Disability Plan.
- (d) Nondiscrimination. Under Code §79(d), an employer must satisfy certain nondiscrimination rules for employee benefits, offering them to all employees, not just highly compensated employees, when providing group life insurance to its employees. Church Plans and the employers sponsoring them are generally exempt from these nondiscrimination requirements. However, certain types of employers, even when sponsoring a Church Plan, are subject to the nondiscrimination rules of Code §79(d). These are (i) educational organizations above the secondary school level, other than seminaries, and (ii) organizations with the principal purpose or function of providing medical or hospital care, medical education or medical research. Plan Sponsors are responsible for complying with any applicable nondiscrimination requirements.

## ARTICLE IV — BENEFITS

**4.01 Benefits Available.** A Plan Sponsor may make available to Participants the following plans:

- (a) Lay Life Insurance Plan. This plan is described in Article V herein.
- (b) Lay Long-Term Disability Plan. This plan is described in Article VI herein.
- (c) Clergy Supplemental Insurance Plan. This plan is described in Article VII herein.
- (d) Optional Life Insurance Plan. This plan is described in Article VIII herein.

**4.02 Terms and Limitations on Benefits.** Coverage, benefit terms, exclusions and limitations for available plan benefits shall be as set forth in the Policy for each such plan. Each plan is insured by the Insurer through a Policy of insurance, and each Policy describes the terms, conditions, limitations and exclusions of each plan.

**4.03 Claims for and Payment of Benefits.** Claims and the procedures for submitting and adjudicating Claims under available plans shall be governed by the terms of each plan's Policy. The Plan Administrator has delegated the authority to administer and adjudicate Claims for benefits to the Insurer. All Claims for benefits under the Lay Life Insurance Plan, Clergy Supplemental Life Insurance Plan, Lay Long-Term Disability Plan, and Optional Life Insurance Plan are paid solely from the Policies of insurance and are not paid from general Plan assets.

**4.04 Post-termination Participation.** Post-termination participation in available plans shall be governed by such plan's Policy.

**4.05 Rules and Regulations.** Wespath shall establish all necessary rules, regulations, and procedures for the proper administration of any plan or program established or offered hereunder. Any and all specific plans or programs may be created, amended or terminated by Wespath at any time in its sole discretion, provided that such amendment or termination is pursuant to the terms of the governing Policy and reasonable allowance is made for prior notification to the Plan Sponsors and Participants therein. Wespath need not notify Plan Sponsors or Participants of amendments necessitated by changes in applicable law or regulations.

**4.06 Limitations.** Notwithstanding any other provisions of the Plan, the Plan will make no payment in the following circumstances:

- (a) The Lay Life Insurance Plan, Clergy Supplemental Life Insurance Plan and Optional Life Insurance Plan have limitations and exclusions related to suicide. The suicide exclusion applies to any amount of insurance for which the Clergyperson or Lay Employee pays any part of the Required Premium or which is subject to evidence of insurability.

- (b) Under the Accidental Death and Dismemberment features of the Lay Life Insurance Plan, the Clergy Supplemental Life Insurance Plan and the Optional Life Insurance Plan, benefits are not paid on account of any accidental losses caused by, contributed to by or resulting from:
  - (i) suicide, self-destruction while sane;
  - (ii) intentionally self-inflicted injury while sane, or self-inflicted injury while insane;
  - (iii) active participation in a riot;
  - (iv) commission of a crime of which a covered individual is convicted;
  - (v) the use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of a physician. This exclusion will not apply if the chemical substance is ethanol;
  - (vi) disease of the body or diagnostic, medical or surgical treatment, or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders;
  - (vii) being intoxicated; or
  - (viii) war, declared or undeclared, or any act of war.
- (c) The Lay Long-Term Disability Plan does not cover any disabilities caused by, contributed to by or resulting from:
  - (i) intentionally self-inflicted injuries;
  - (ii) active participation in a riot;
  - (iii) loss of a professional license, occupational license or certification;
  - (iv) commission of a crime of which a covered individual is convicted;
  - (v) war, declared or undeclared, or any act of war; or
  - (vi) pre-existing condition. An individual has a pre-existing condition if:
    - (A) he or she received medical treatment, consultation, care or services including diagnostic measures, or
    - (B) took prescribed drugs or medicines in the three months just prior to his or her effective date of coverage; and

- (C) the disability begins in the first 12 months after his or her effective date of coverage.
- (d) The Lay Long-Term Disability Plan will not pay a benefit for any period of disability during which a Clergy person or Lay Employee is incarcerated.
- (e) Any other exclusion or limitation contained in the Policies.

## ARTICLE V — LAY LIFE INSURANCE PLAN

- 5.01 Policies Control.** The information in this Article is a summary of the benefits provided under the Policy that governs the Lay Life Insurance Plan. The Policies govern the terms and conditions of all benefits under the Plan. If anything in this Article V conflicts with the Policies, the terms of the Policies will govern.
- 5.02 Lay Employee Benefits.** A Plan Sponsor can choose to cover eligible Lay Employees with flat-dollar life insurance benefits in one of the following amounts: \$10,000; \$25,000; \$50,000; \$75,000; \$100,000; \$125,000; \$150,000; \$175,000; \$200,000; or \$250,000. Alternatively, a Plan Sponsor can choose to cover eligible Lay Employees with life insurance benefits equal to a percentage or multiple of their current compensation (salary) in one of the following amounts, rounded to the nearest \$1,000: 100%; 150%; 200%; 250%; or 300% of compensation (limited to a maximum \$250,000 benefit).
- 5.03 Spouse Death Benefits.** A Plan Sponsor can choose to cover the Spouse of a Lay Employee with flat-dollar life insurance benefits in one of the following amounts: \$5,000; \$10,000; \$15,000; \$20,000; \$25,000; \$30,000; \$35,000; \$40,000, \$45,000; or \$50,000.
- (a) Special Limit for Spouses: A Spouse's coverage under the Plan may not exceed the coverage for the Lay Employee to whom he or she is married.
- 5.04 Child Death Benefits.** A Plan Sponsor can choose to cover Dependents of Lay Employees with flat-dollar life insurance benefits in one of the following amounts: \$2,000; \$3,000; \$4,000; \$5,000; \$6,000; \$7,000; \$8,000; \$9,000; or \$10,000.
- (a) Special Limit for Dependents: A Dependent's coverage under the Plan may not exceed the coverage of the Lay Employee through whom he or she is covered.
- 5.05 Retired Employee Benefits.** A Plan Sponsor can choose to cover Retired Employees with flat-dollar life insurance benefits in one of the following amounts: \$5,000; \$10,000; \$15,000; \$20,000; \$25,000; \$30,000; \$35,000; \$40,000; \$45,000 or \$50,000.
- 5.06 Accidental Death and Dismemberment Benefit.** If a Plan Sponsor elects this option through the Lay Life Insurance Plan, in its Adoption Agreement, the Plan Sponsor pays the additional costs and eligible Lay Employees are covered for an additional 100% of the face value of the basic life insurance coverage if they suffer a covered accidental death or dismemberment.
- 5.07 Additional Plan Features.** The plan provides certain additional benefits and features as indicated in and limited by the Policies, including accelerated death benefits in certain circumstances, portability or conversion in certain situations, survivor financial counseling, and waiver of premium in certain cases of disability.

## ARTICLE VI — CLERGY SUPPLEMENTAL LIFE INSURANCE PLAN

- 6.01 Policies Control.** The information in this Article is a summary of the benefits provided under the Policy that governs the Clergy Supplemental Life Insurance Plan. The Policies govern the terms and conditions of all benefits under the Plan. If anything in this Article VI conflicts with the Policies, the terms of the Policies will govern.
- 6.02 Active Clergy Benefits.** A Plan Sponsor can choose to cover eligible Clergypersons with flat-dollar life insurance benefit in one of the following amounts: \$10,000; \$25,000; \$50,000; \$75,000; \$100,000; \$125,000; \$150,000; \$175,000; \$200,000; or \$250,000.
- 6.03 Spouse Death Benefits.** A Plan Sponsor can choose to cover the Spouse of a covered Clergyperson with flat-dollar life insurance benefit in one of the following amounts: \$5,000; \$10,000; \$15,000; \$20,000; \$25,000; \$30,000; \$35,000; \$40,000; \$45,000; or \$50,000.
- (a) Special Limit for Spouses: A Spouse's coverage under the Plan may not exceed the coverage for the Clergyperson to whom he or she is married.
- 6.04 Child Death Benefits.** A Plan Sponsor can choose to cover Dependents of covered Clergypersons with a flat-dollar life insurance benefit in one of the following amounts: \$2,000; \$3,000; \$4,000; \$5,000; \$6,000; \$7,000; \$8,000; \$9,000; or \$10,000.
- (a) Special Limit for Dependents: A Dependent's coverage under the Plan may not exceed the coverage of the Clergyperson through whom he or she is covered.
- 6.05 Retired Clergyperson Benefits.** A Plan Sponsor can choose to cover Retired Clergypersons with flat-dollar life insurance benefits in one of the following amounts: \$5,000; \$10,000; \$15,000; \$20,000; \$25,000; \$30,000; \$35,000; \$40,000; \$45,000; or \$50,000.
- 6.06 Accidental Death and Dismemberment Benefit.** If A Plan Sponsor elects this option through the Clergy Supplemental Life Insurance Plan, in its Adoption Agreement, the Plan Sponsor pays the additional costs and eligible Clergypersons are covered for an additional 100% of the face value of the basic life insurance coverage if they suffer a covered accidental death or dismemberment.

## ARTICLE VII — LAY LONG-TERM DISABILITY PLAN

- 7.01 Policies Control.** The information in this Article is a summary of the benefits provided under the Policy that governs the Lay Long-Term Disability Plan. The Policies govern the terms and conditions of all benefits under the Plan. If anything in this Article VII conflicts with the Policies, the terms of the Policies will govern.
- 7.02 Monthly Disability Income.** Generally, the Lay Long-Term Disability Plan provides replacement income equal to 60% of an eligible Clergy person's or Lay Employee's pre-disability compensation.
- (a) **Maximum Benefit.** The maximum monthly benefit for Long-Term Disability is \$5,000.
  - (b) **Social Security Offset.** A claimant's disability benefits will be reduced by the amount he or she receives in Social Security disability income benefits under the Social Security Act, as described in the Policy.
  - (c) **Other Income Offset.** A claimant's disability benefits will also be reduced by other income he or she receives, including, but not limited to, workers' compensation, benefits from other disability plans or insurance, disability benefits from the social security laws of a foreign country and disability payments from a retirement plan.
  - (d) If a claimant is severely disabled, meaning he or she is incapable of two activities of daily living (bathing, eating, dressing, transferring, toileting or continence), he or she may be eligible for an additional benefit that would increase his or her benefit to 80% of his or her pre-disability compensation under the terms of the Policy.
- 7.03 Elimination Period.** Before benefits begin under the Plan, a certain amount of time must elapse after the date of a claimant's disability. This is the elimination period. Benefits commence for an approved Claim on the first day following the end of the elimination period. Benefits are not retroactive to a claimant's date of disability.
- (a) A Plan Sponsor may choose an elimination period of 90 days or 180 days in its Adoption Agreement that will apply to all disability Claims from its eligible Clergy persons and Lay Employees.
- 7.04 Retirement Income Protection.** The Plan may continue to make contributions to an eligible disabled Clergy person's or Lay Employee's account in the Personal Investment Plan (PIP), or effective January 1, 2026, the Compass Retirement Plan ("Compass") if his or her Plan Sponsor was making employer contributions to his or her PIP or Compass account for at least three months preceding the date of disability. The Plan will contribute up to 3% of the eligible Clergy person's or Lay Employee's pre-disability compensation to his or her PIP account.

**7.05 Benefit Duration.** An eligible Clergy person or Lay Employee who is a claimant is considered disabled only when he or she cannot perform the usual and customary duties of his or her own occupation. A claimant may receive benefits under the Lay Long-Term Disability Plan for an approved Claim for up to 24 months, as long as he or she remains disabled, meaning that he or she is unable to perform the usual and customary duties of his or her own occupation. After 24 months of disability, the Lay Long-Term Disability Plan only provides benefits if a claimant's disability prevents him or her from engaging in any occupation for which he or she is reasonably qualified by education and experience.

(a) If an eligible Clergy person or Lay Employee becomes disabled before age 60, his or her benefits may continue to age 65, as long as he or she remains disabled, subject to the terms of this Section 7.05 and the Policy. If an eligible Clergy person or Lay Employee becomes disabled when he or she is age 60 or older, the Lay Long-Term Disability Plan provides benefits on a declining benefit duration scale, pursuant to the terms of the Policies, for a maximum of five years.

(b) The lifetime cumulative maximum benefit period for all disabilities due to mental illness generally is 24 months, i.e., only 24 months of benefits will be paid even if the disabilities due to mental illness exceed 24 months. However, effective January 1, 2016, pursuant to an Adoption Agreement and the terms of the Policies, a Plan Sponsor may choose to elect a Lay Long-Term Disability Plan that does not impose such a 24-month lifetime cumulative maximum benefit period for disabilities due to mental illness, but which has a higher Required Premium.

**7.06 Additional Benefits and Features.** The plan provides certain additional benefits and features as indicated in and limited by the Policies, including return-to-work incentive programs, waiver of premium in certain disability cases, a pre-disability Early Intervention program, access to an Employee Assistance Program, and a travel assistance program.

## ARTICLE VIII — OPTIONAL LIFE INSURANCE PLAN

- 8.01 Policies Control.** The information in this Article is a summary of the benefits provided under the Policy that governs the Optional Life Insurance Plan. The Policies govern the terms and conditions of all benefits under the Plan. If anything in this Article VIII conflicts with the Policies, the terms of the Policies will govern.
- 8.02 Benefit Amounts.** Eligible Lay Employees and Clergypersons who are not retired can purchase life insurance in flat-dollar amounts in increments of \$10,000. Eligible Clergypersons and Lay Employees can purchase up to \$100,000 in coverage during the open enrollment period, without medical underwriting on a guaranteed issue basis.
- (a) Eligible Clergypersons and Lay Employees can purchase up to \$500,000 in life insurance through the Optional Life Insurance Program, but any amounts the Clergyperson or Lay Employee wishes to purchase in excess of \$100,000 are subject to underwriting and the approval of the Insurer. The Insurer may deny an applicant coverage in excess of \$100,000. The open enrollment period is a period of time established by the Policies during which eligible Clergypersons and Lay Employees can elect coverage in the Optional Life Insurance Plan. Generally, the open enrollment period is the first 45 days after a Clergyperson or Lay Employee initially becomes eligible under the Plan. After that time, eligible Clergypersons and Lay Employees may apply for coverage during annual enrollment periods established by the Insurer, but are not eligible for guaranteed issue coverage, meaning any life insurance is subject to medical underwriting and may be denied by the Insurer.
- 8.03 Spouse Coverage.** An eligible Clergyperson or Lay Employee can purchase life insurance for his or her Spouse in flat-dollar amounts in increments of \$5,000. During the open enrollment period, eligible Clergypersons and Lay Employees can purchase up to \$25,000 in Spouse coverage without medical underwriting on a guaranteed issue basis.
- (a) An Eligible Clergyperson or Lay Employee can purchase up to \$100,000 in life insurance for his or her Spouse through the Optional Life Insurance Program, but any amounts he or she wishes to purchase in excess of \$25,000 are subject to the underwriting and approval of the Insurer. The Insurer may deny coverage in excess of \$25,000.
- 8.04 Child Coverage.** An eligible Clergyperson or Lay Employee can purchase life insurance for his or her Dependent children in flat-dollar amounts in increments of \$1,000. During the open enrollment period, eligible Clergypersons and Lay Employees can purchase up to \$25,000 in Dependent child coverage without medical underwriting on a guaranteed issue basis.

## ARTICLE IX – PREMIUMS

- 9.01 Noncontributory Plans.** A Plan Sponsor pays for 100% of the Required Premium associated with Clergypersons' and Lay Employees' coverage under the Lay Life Insurance Plan, Clergy Supplemental Life Insurance Plan and Lay Long-Term Disability Plan. These plans are noncontributory plans, meaning the Plan Sponsor pays the entire premium for coverage of each of its eligible Clergypersons and Lay Employees. If a Plan Sponsor fails to pay Required Premiums for its Clergypersons' and Lay Employees' coverage, those Clergypersons and Lay Employees will cease to be covered under the Plan and will not be eligible for benefits.
- (a) A Plan Sponsor that elects to provide coverage for Spouses and Dependents of its covered Clergypersons and Lay Employees under the Plans must pay the cost of that coverage.
- 9.02 Contributory Plan.** Because the Optional Life Insurance Plan is a voluntary plan, a Plan Sponsor is not required to cover all eligible Clergypersons and Lay Employees, nor is it required to pay any portion of the Required Premium. Eligible Clergypersons and Lay Employees, who elect coverage under the Optional Life Insurance Plan, are entirely responsible for paying the Required Premiums for that coverage to the Insurer.
- 9.03. BPP Legacy Claimants.** Contributions due for coverage of BPP Legacy Claimants are determined in accordance with Article IV of Supplement I and are segregated from the Trust by the Plan Administrator in a separate account for payment of benefits under Supplement I.
- 9.04. Nonpayment of Premiums.** Wespath and the Insurer may terminate a Plan Sponsor's participation in the Plan if the Plan Sponsor fails to pay any Required Premiums on the date they are due in accordance with Section 12.03 of the Plan.

## ARTICLE X — TRUSTEE

**10.01 Responsibilities of the Trustee.** The Trustee shall be responsible to hold the assets of the Plan in trust as set forth in the Trust Agreement

**10.02 Powers of the Trustee.** The Trustee, in addition to all powers and authority under common law, statutory authority, the trust agreement and other provisions of the Plan, shall have the following powers and authority to be exercised in the Trustee's sole discretion to do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Trust.

**10.03 Services.** Nothing herein shall prevent the Trustee from contracting for services with another entity including one that is, with the Trustee, part of a controlled group.

## ARTICLE XI — ADMINISTRATION OF THE PLAN

**11.01 Powers and Duties of the Plan Administrator.** The Plan Administrator shall have the power to take all actions required to carry out the provisions of the Plan. The Plan Administrator has the power and discretion to construe the terms of the Plan and to determine all questions arising with the administration, interpretation and application of the Plan. Any such determination by the Plan Administrator will be conclusive and binding upon all persons. Wespath, in addition to all the powers and authorities under common law, statutory authority and other provisions of the Plan, shall further have the following powers and duties, which shall be exercised in the Plan Administrator's discretion:

- (a) to establish procedures, correct any defect, supply any information or reconcile any inconsistency in such manner and to such extent as may be deemed necessary or advisable to carry out the purpose of the Plan;
- (b) to determine questions relating to the eligibility of a Clergy person or Lay Employee to participate or remain a participant hereunder and to receive benefits under the Plan, to the extent such responsibility has not been delegated to the Insurer through the Policies;
- (c) to file or cause to be filed all such annual reports, returns, schedules, descriptions, financial statements and other statements as may be required by any federal or state statute, agency or authority;
- (d) to obtain from the Plan Sponsors, Clergy persons and Employees such information as shall be necessary to the proper administration of the Plan;
- (e) to determine the amount, manner and time of payment of benefits hereunder;
- (f) to contract with such insurance carriers, claim administrators or other service providers as may be necessary to provide for benefits;
- (g) to communicate to any Insurer, claim administrator or other contract service provider of benefits under this Plan in writing all information required to carry out the provisions of the Plan;
- (h) to notify the Participants of the Plan in writing of any amendment or termination of the Plan, or of a change in any benefits available under the Plan;
- (i) to prescribe such forms as may be required for Clergy persons and Lay Employees to make elections under this Plan;
- (j) to maintain all necessary records for the administration of the Plan;
- (k) to assist any Clergy person or Lay Employee in understanding his or her rights, benefits or elections under the Plan;

- (l) to prepare and distribute information explaining the Plan;
- (m) to construe and interpret the provisions of the Plan; to decide the validity of any election or designation made under the Plan, and the amount, manner and time of any allocation to accounts or payment of benefits hereunder; and to make factual determinations necessary or appropriate for such decisions or determinations;
- (n) to appoint or employ advisors including legal and actuarial counsel (who may also be counsel to the Trustee) to render advice with regard to any responsibility of the Plan Administrator under the Plan or to assist in the administration of the Plan;
- (o) to settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings, and to comply with judicial and administrative orders, decrees, judgments, summons, subpoenas, levies and other writs or instruments of judicial or administrative process, without regard to their potential vulnerability to challenge on jurisdictional or other legal grounds, all within the sole discretion of the Plan Administrator;
- (p) enter into a contract or an agreement with one or more insurance companies for the purchase from such Plan assets of one or more insurance contracts that provide benefits to Participants under the Plan; and
- (q) to do such other acts as it deems reasonably required to administer the Plan in accordance with its provisions, or as may be provided for or required by law.

**11.02 Fiduciary Duties.** *The Book of Discipline* is the sole source of Wespath's fiduciary duties. *The Book of Discipline* provides that Wespath shall discharge its duties under the Plan:

- (a) for the primary purpose of providing benefits to Participants and their Dependents and beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of *The Book of Discipline*.

The foregoing is a Church law standard and not intended to incorporate or memorialize any secular law standard.

**11.03 Allocation or Delegation of Duties and Responsibilities.** In furtherance of its duties and responsibilities under the Plan, the Plan Administrator may, subject always to the requirements of Section 11.02:

- (a) employ agents including, but not limited to, the Insurer, to carry out non-fiduciary responsibilities;

- (b) employ agents including, but not limited to, the Insurer, to carry out fiduciary responsibilities; and
- (c) consult with counsel who may be of counsel to Wespath.

**11.04 Records and Reports.** The Plan Administrator shall keep books of account, records and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to appropriate government entities, Participants and others as required by law.

**11.05 Duties of the Plan Sponsor.** The Plan Sponsor shall assume the following duties with respect to the Plan:

- (a) to determine initial eligibility consistent with the terms of the Plan and to enroll Clergypersons and Lay Employees, as applicable, within 45 days of each Clergyperson or Lay Employee satisfying the eligibility requirements of the Plan;
- (b) to maintain records of Clergypersons' and Lay Employees' Compensation, enrollment and elections;
- (c) to remit Required Premiums to the Plan Administrator in a timely manner;
- (d) to provide the Plan Administrator with notice of a Clergyperson's termination of Conference relationship, a Lay Employee's termination of employment, or any other change of status, where the Plan Sponsor is made aware of such event;
- (e) to provide the Plan Administrator with statistical data and other information satisfactory in form and accuracy to the Plan Administrator within a reasonable time after a request by the Plan Administrator sufficient to enable the Plan Administrator to discharge its duties under the Plan;
- (f) to register with and report to government agencies, as appropriate;
- (g) to comply with applicable federal and state laws and regulations including, but not limited to, nondiscrimination requirements;
- (h) to properly notify Clergypersons and Lay Employees of their rights and obligations under the Plan;
- (i) to execute an Adoption Agreement indicating any elections regarding optional Plan provisions and any other information called for by the Adoption Agreement.

The Plan Sponsor may be deemed to satisfy its duties through actions by an agent, affiliated employer, local church, or other entity, but the Plan Sponsor remains responsible for the duties if they are not carried out in an appropriate manner and timely fashion.

**11.06 Claims and Appeals Procedure.** The following Claims and appeals procedures shall govern all Claims under the Plan.

- (a) Claims. A claimant must submit a Claim pursuant to the rules and procedures established by the Insurer. The Policies and an individual's Certificate of Coverage contain detailed Claims procedures with respect to disability Claims and life insurance/death benefit Claims.
- (b) Appeals. The terms of the appeals procedures for Claims under the Plan are established by the Insurer. The Policies contain detailed appeals procedures with respect to disability claims and life insurance/death benefit claims.
- (c) Delegated Nature of Claims and Appeals. The Plan Administrator has delegated to the Insurer, through the Policies of insurance, the fiduciary duties of:
  - (i) adjudicating Claims for benefits, and
  - (ii) hearing and adjudicating appeals of denied Claims.

The Plan Administrator does not have the authority to review the Insurer's determinations.

- (d) Legal Action Against the Plan. No Clergy person, Lay Employee, Spouse, Dependent, beneficiary or other claimant may sue or pursue a cause of action in law or equity in state or federal court against the Plan, Wespath, the Insurer or a Plan Sponsor, with respect to any Claim of any kind until the claimant has exhausted the Claims and appeals procedures applicable to his or her Claim described in the Plan and the Policies. The claimant must sue within three years of the time the Claim arose, unless the law in the area where the claimant lives allows for a longer period of time.

**11.07 Insured Nature of the Plan.** The Insurer bears the responsibility for adjudication of Claims and payment of benefits, among other things. the Plan Administrator has no discretion or authority to review or reverse the determinations of the Insurer with respect to benefits. Eligibility determinations and enrollment rules, benefits, time limits, Claims processes and appeals procedures are governed entirely by the Policies. Failure by a Plan Sponsor to adhere to published rules and procedures may jeopardize a Clergy person's or Lay Employee's rights and benefits.

**11.08 Beneficiary Designation.**

- (a) A Participant may change his or her beneficiary at any time by submitting a form approved by the Insurer. The new beneficiary designation will be effective as of the date that the Participant signs that form. However, if the Insurer has taken any action or made any payment before the Participant's Plan Sponsor receives that form, the change will not be effective.

- (b) A Participant's designated beneficiary will be effective for all his or her coverage through UMLifeOptions; i.e., it will apply across all the UMLifeOptions plans in which he or she is enrolled: the Lay Life Insurance Plan, Clergy Supplemental Life Insurance Plan and Optional Life Insurance Plan.
- (c) If a Participant names more than one beneficiary and does not designate the order or share of payments for each, the beneficiaries will share equally. The share of a beneficiary who predeceases the Participant, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order the Participant designated.
- (d) If a Participant does not name a beneficiary, or if no named beneficiaries survive the Participant, or if the Participant's named beneficiary is disqualified, the Insurer will pay death benefits to the Participant's estate.
- (e) Instead of making a death benefit payment to a Participant's estate, the Insurer has the right to make payment to the Participant's surviving family members in the order listed below:
  - (i) Spouse;
  - (ii) child or children;
  - (iii) mother or father; or
  - (iv) sisters or brothers.
- (f) If a Participant does not survive his or her Spouse, and Dependent life coverage is continued for the Spouse, then the surviving Spouse should name a beneficiary according to the requirements specified above for a Participant.

## ARTICLE XII — ADOPTION, AMENDMENT AND TERMINATION

**12.01 Adoption of Plan.** This Plan may be adopted by any Plan Sponsor described in Section 1.06 with the consent of the Plan Administrator.

**12.02 Adoption Agreement.** Any Plan Sponsor adopting this Plan shall file an Adoption Agreement with the Plan Administrator. The Adoption Agreement for the Plan will be in a form prescribed by the Plan Administrator. An adopting Plan Sponsor must complete an Adoption Agreement which, once completed, must be acceptable to the Plan Administrator. The effective date of the Adoption Agreement cannot be any earlier than the first day of the current Plan Year unless the Administrator approves an earlier date after considering any relevant circumstances.

### **12.03 Plan Sponsor Amendment and Termination.**

(a) A Plan Sponsor may terminate its participation in the Plan by providing 180 days' notice to the Plan Administrator. A Plan Sponsor must inform its affected Clergypersons and Lay Employees of its termination from the Plan at least 60 days before the date of termination.

(b) A Plan Sponsor may amend its Adoption Agreement during the annual Adoption Agreement period, established by the Plan Administrator. Amendments will be effective as of the first day of the Plan Year that follows the execution date of the amendment. A Plan Sponsor may amend its Adoption Agreement at other times during a Plan Year, with 90 days advance written notice to the Plan Administrator. Such amendments will become effective no earlier than the first day of the calendar quarter that follows such notice. A Plan Sponsor may make such an amendment only once in any Plan Year. A Plan Sponsor must provide appropriate notice to its affected eligible Clergypersons and Lay Employees.

No amendment may, without written consent of Wespath, deprive Wespath of any of its exemptions and immunities; nor may such amendment change the duties, responsibilities, rights or privileges of Wespath or the provisions of any contract. If any amendment by the Plan Sponsor affects the rights, duties, responsibilities or obligations of Wespath hereunder, such amendment may be made only with the consent of Wespath.

(c) The Plan Administrator and the Insurer may terminate a Plan Sponsor's participation in the Plan if the Plan Sponsor fails to pay any Required Premium on the date it is due. In addition to its right to terminate a Plan Sponsor's participation in the Plan on account of nonpayment of Required Premiums, the Plan Administrator reserves the right to terminate a Plan Sponsor's participation in the Plan if the Plan Sponsor fails to abide by any of the other terms of the Plan or its Adoption Agreement. The Plan Administrator and a Plan Sponsor will notify affected individuals if the Plan Administrator or the Insurer intends to terminate a Plan Sponsor's participation in the Plan.

**12.04 Amendment of Plan.** Wespath may amend prospectively or retroactively any or all provisions of this Plan or the Adoption Agreement at any time by written instrument identified as an amendment of the Plan, effective as of a specified date. The Plan Administrator may amend prospectively or retroactively any and all administrative and non-substantive provisions of an Adoption Agreement. The Plan Administrator is authorized to amend any or all provisions of this Plan at any time by such written instrument in order to ensure the Plan complies with any applicable law or regulation, and a Plan Sponsor shall not have the right to terminate its participation in the Plan on account of such regulatory amendments.

**12.05 Termination of Plan by Wespath.** Wespath has the right to terminate the Plan and the Trust at any time by giving 90 days advance written notice to all Plan Sponsors. The disposition of assets remaining in the Plan, if any, after all obligations of the Plan have been satisfied, will be at the discretion of Wespath.

## ARTICLE XIII — MISCELLANEOUS

**13.01 Facility of Payment.** If the Plan Administrator or the Insurer deems any person entitled to receive any amount under the provisions of this Plan incapable of receiving or disbursing the same by reason of minority, illness or infirmity, mental incompetency, or incapacity of any kind, the Plan Administrator or Insurer may, in its discretion, take the following actions:

- (a) apply such amount directly for the comfort, support and maintenance of such person; and
- (b) pay such amount to a legal representative or guardian or any other person selected by the Plan Administrator or Insurer to disburse it for such comfort, support and maintenance, including without limitation any relative who had undertaken, wholly or partially, the expense of such person's comfort, care and maintenance, or any institution in whose care or custody the person entitled to the amount may be. The Plan Administrator or Insurer may deposit any amount due to a minor to his or her credit in any savings or commercial bank of the Plan Administrator's or Insurer's choice.

Any payment by the Plan Administrator or Insurer in accordance with this Facility of Payment section will discharge the Plan Administrator and Insurer from all further liability to the extent of the payment made.

**13.02 Lost Payee.** Any amount due and payable to a Participant shall be forfeited if the Plan Administrator or Insurer after reasonable effort is unable to locate the Participant to whom payment is due. Such forfeited amounts shall become part of the assets of the Plan. the Plan Administrator shall prescribe uniform and nondiscriminatory rules for carrying out this provision.

**13.03 Funding.** The obligations of the Plan Sponsors under this Plan may be funded through contributions to a trust, but need not be, except to the extent required by law. Nothing contained in the Plan shall give a Participant any right, title or interest in any property of the Plan Sponsors.

**13.04 Titles and Headings.** The titles and headings of the Articles and Sections of this instrument are placed herein for convenience of reference only, and in the case of any conflicts, the text of this instrument rather than the titles or headings, shall control.

**13.05 Number.** Wherever used herein, the singular shall include the plural and the plural shall include the singular, except where the context requires otherwise.

**13.06 Applicable Law.** The Plan and each of its provisions shall be construed according to, and its and their validity determined by, the laws of the State of Illinois, other than its laws respecting choice of law, to the extent such laws are not pre-empted by any federal law, and in accordance with applicable federal law, and to the extent that *The Book of Discipline* is not the applicable governing law. Notwithstanding the foregoing, the Policies will be construed according to the law of the state from which the Insurer issues them. The Plan is intended to be:

- (a) an employee welfare benefit plan under ERISA §3(1); and

- (b) a Church Plan under Code §414(e) and ERISA §3(33) exempt from Title I of ERISA by ERISA §4(b)(2) and shall be construed accordingly.

Because the Plan is a Church Plan, it is exempt under ERISA §4(b)(2) from Title I of ERISA and most of the regulations of the U.S. Department of Labor, and will be construed accordingly. Certain forms and notices from the Insurer may refer to ERISA; however, the terms of ERISA do not apply to the Plan.

- 13.07 Conformance with Applicable Law.** Wespath may alter any plan, program, benefit or any portion thereof including, but not limited to, benefit maximums and exclusions, in order to conform with the laws and regulations thereto of a particular jurisdiction in which this Plan will operate.
- 13.08 Continuation of Benefits Not Guaranteed.** Nothing contained in this Plan, nor in the descriptions of the plans offered hereunder, shall be construed to guarantee the continuation of benefits beyond the current Plan Year in which a Participant is participating.
- 13.09 Overpayments.** If an overpayment has been made under the Plan, the Plan Administrator will have the right to recoup and recover any such overpayment from the person to whom such overpayment was made or from any person who received such overpayment.
- 13.10 No Guarantee of Employment.** Neither the creation of the Plan nor anything contained in the Plan gives any Clergy person or Lay Employee any right to remain in the employ of the Plan Administrator or any Plan Sponsor; or any equity or other interest in the assets, business, or affairs of the Plan Administrator or any Plan Sponsor.
- 13.11 Waiver of Claims.** Neither the creation of the Plan nor any modification of the Plan nor the payment of any benefits under the Plan will give any Clergy person or Lay Employee or any other person any legal or equitable right against the Plan Administrator, any Plan Sponsor or any service agent (or any employee of the Plan Administrator, any Plan Sponsor or of any service agent) unless such right is specifically provided for in the Plan.
- 13.12 Severability.** If any provision of this Plan is held to be illegal for any reason, that illegality or invalidity will not affect the remaining provisions of this Plan. In such case, this Plan will be construed and enforced as if the illegal or invalid provision or section were not included in the Plan.
- 13.13 Workers' Compensation Unaffected.** This Plan is not in lieu of and does not affect any requirements for coverage under workers' compensation laws of any state.

**13.14 Limitation of Liability.** All benefits hereunder are contingent upon and payable solely from the assets of the Trust, including insurance purchased from the Trust, which derive from such Required Premiums as are received by the Trustee and the investment results attained by the Trustee. No financial obligations, other than those that can be met by the Required Premiums actually received and the investment results, reduced by any of the Plan Administrator's and Trustee's administrative expenses and charges against the Trust's assets, will be assumed by the Plan Administrator or the Trustee. The Plan Administrator, Claim Administrator, Recordkeeper, Trustee, their officers, employees, contractors or agents will not be personally responsible or otherwise liable for the payment of any benefits hereunder. To the extent permitted by law, Wespath shall not incur any liability for any acts or failure to act except for its own willful misconduct.

**13.15 Indemnification.** The Plan Sponsor agrees to indemnify the Plan Administrator against any and all actions, causes of action, claims, demands, damages and liabilities incurred or occasioned by any act or omission of the Plan Administrator undertaken in good faith in the administration of the Plan. Each Participant agrees to indemnify the Plan Sponsor and the Plan Administrator against and reimburse the Plan Sponsor and General Board for any benefit paid or provided erroneously to or on behalf of such Participant or his or her Spouse or Dependents. Each Participant agrees to indemnify the Plan Administrator against any and all actions, causes of action, claims, demands, damages and liabilities incurred or occasioned by any act or omission of the Plan Administrator undertaken in good faith in administration of the Plan.

**13.16 Alternative Dispute Resolution.** If a dispute arises out of or related to the relationship between any Plan Sponsor and the Plan Administrator or Trustee that is not resolved by the parties themselves, the parties agree first to try in good faith to settle the dispute by mediation through the American Arbitration Association, or another mediation or arbitration service mutually agreed upon by the parties, before resorting to arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to the relationship between the Plan Sponsor and the Plan Administrator or Trustee will be settled by binding arbitration through the American Arbitration Association, or other mediation or arbitration service mutually agreed upon by the parties.

- (a) The site of the mediation or arbitration will be in a city mutually agreed upon by the parties.
- (b) The laws of the State of Illinois will apply in situations where the law of the state of the issuance of the applicable Policy does not apply and federal law is not applicable. The applicable rules of the selected arbitration service will apply. If the service allows the parties to choose the number of arbitrators, unless another number is mutually agreed to, any arbitration hereunder will be before three arbitrators. The award of the arbitrators, or a majority of them, will be final. Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- (c) The fees and costs for mediation will be borne equally by the parties. The fees and costs of arbitration will be allocated to the parties by the arbitrators.

**13.17 Participant and Beneficiary Duties.** Each person entitled to benefits under the Plan must file with the Plan Administrator and Plan Sponsor from time to time such person's post office address and each change of post office address. Failure to do so may result in the forfeiture of benefits otherwise due under the Plan.

**13.18 Adequacy of Evidence.** Evidence that is required of anyone under the Plan must be executed or presented by proper individuals or parties and may be in the form of certificates, affidavits, documents or other information that the person acting on such evidence considers pertinent and reliable.

**13.19 Notice to Other Parties.** A notice mailed first class, postage prepaid, to a Participant at his or her last address filed with the Plan Administrator will be binding on the Participant for all purposes of the Plan and will be deemed given on the date indicated on the notice or letter. A Claim for benefits, an election or other notice mailed first class, postage prepaid, from a Participant to the Plan Administrator will be deemed given on the date of the postmark. Any party may also give a Notice as otherwise permitted under the Plan, and the Plan Administrator may establish rules relating to notices, including when and how they may be given. Notices may be addressed to the Plan Administrator at the following address (or such other address as the Plan Administrator may designate from time to time):

Wespath Benefits and Investments  
Plan Administrator of the *UMLifeOptions* Plan  
1901 Chestnut Avenue  
Glenview, IL 60025

**13.20 Waiver of Notice.** Any notice under the Plan may be waived by the person entitled to such notice. Acknowledgement of receipt of a notice will be deemed a waiver of any failures relating to the Plan-required means of giving such notice (but will not necessarily be deemed a waiver of the timeliness of such notice). Waiver of notice in one instance, however, will not be deemed to be a waiver in a later instance.

**13.21 Successors.** This Plan is binding on the Plan Sponsors, and on all persons entitled to benefits hereunder, and their respective successors, heirs and legal representatives.

**13.22 Rules and Forms.** The Plan Administrator will have the authority and responsibility to:

- (a) adopt rules, regulations and policies for the administration of this Plan, in all matters not specifically covered by this Plan Document; and
- (b) prescribe such forms and records as are needed for the administration of the Plan.

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**IN WITNESS WHEREOF**, pursuant to the authority delegated to Wespath staff by resolutions of the Board of Directors thereof adopted on February 26, 2021 and July 16, 2021, the foregoing HealthFlex Plan is hereby amended and restated on December \_\_, 2025, with effect as of January 1, 2026.

By: \_\_\_\_\_

**Martin Bauer**

Senior Managing Director, Benefit Plans

## **Supplement I: Basic Protection Plan (Terminated) Benefits**

### **ARTICLE I — THE PLAN**

**1.01 The Plan.** The Basic Protection Plan (hereinafter in this Supplement I referred to as the “Plan”) was established as a protection plan for the benefit of eligible persons. In addition to the Plan, the Death Benefit Program and the Death Benefit Program Plus (hereinafter collectively referred to as the “Prior Plans”) had been established as protection plans for the benefit of certain eligible persons. The Prior Plans were merged into the Plan which was amended and restated effective January 1, 1993. Effective January 1, 1997, the Plan was amended and restated. Effective January 1, 2009, the Plan was terminated.

This Supplement I to UMLifeOptions describes the Plan as it existed on December 31, 2008, as amended, and governs the benefits of those individuals who were disabled as defined in this Supplement I, on December 31, 2008 or are determined by the Administrator to have been disabled or otherwise eligible for disability or death benefits on or before December 31, 2008.

**1.02 Nature of Plan.** This Plan is a church plan as that term is defined under section 414(e) of the Internal Revenue Code of 1986, as amended, and section 3(33) of the Employee Retirement Income Security Act of 1974, as amended.

## ARTICLE II — DEFINITIONS

Each word and phrase defined in this Article II shall have the following meaning whenever such word or phrase is capitalized and used herein, unless a different meaning is clearly required by the context of the Plan. The definition of any term herein in the singular may also include the plural. References to “Plan” in this Supplement I only pertain to the terminated Basic Protection Plan described in this Supplement I, and not to any other portion of UMLifeOptions. The definitions in this Article II pertain only to the terms, conditions, and benefits under the terminated Basic Protection Plan, not to any other portion of UMLifeOptions.

- 2.01 Active Participant.** A Participant who meets the requirements of Section 3.02a below.
- 2.02 Administrator.** The Administrator shall mean Wespath, an administrative general agency of The United Methodist Church, , or any successor.
- 2.03 Adoption Agreement.** An Adoption Agreement shall be executed by a Plan Sponsor in accordance with Article X.
- 2.04 Age.** The age at the last birthday, except as otherwise noted in Section 5.05 and Section 6.09
- 2.05 Book of Discipline.** The body of church law as established by the General Conference of The United Methodist Church, as amended from time to time.
- 2.06 Clergyperson or Clergy.** A bishop of The United Methodist Church, a clergy member of a Conference, including full, probationary, and associate members, and a full-time local pastor of The United Methodist Church who is under episcopal appointment to a charge which is located in a Conference.
- 2.07 Code.** The Internal Revenue Code of 1986, as amended from time to time.
- 2.08 Compensation.** The sum of the following amounts paid to the Participant by his/her Salary-Paying Unit and/or Plan Sponsor in the most recent twelve-month period:
- (a) the taxable cash salary received by the Participant from the Salary-Paying Unit, but not including the cash value of taxable fringe benefits;
  - (b) the housing allowance, if any, determined in accordance with the provisions of the Ministerial Pension Plan Section 2.11, or the Cumulative Pension and Benefit Fund Section 2.12, as amended from time to time; and
  - (c) any elective deferrals with respect to employment with the Plan Sponsor and/or Salary-Paying Unit: (i) to a plan qualified under Code section 125; or (ii) to a tax-sheltered annuity described in Code section 403(b).

In the event a Participant has less than twelve (12) months of Compensation at the date of benefit determination under Section 5.04 or Section 6.03, the Compensation at such date of

determination shall be annualized. For a Participant who is disabled within the terms of Article V, Compensation shall be the amount in effect under the terms of this Section 2.08 as of the date such Participant was determined to be disabled in accordance with Section 5.03.

- 2.09 Conference.** For the purpose of this Plan and the Programs thereunder, the term “Conference” shall include Annual Conferences, Provisional Conferences and Missionary Conferences which are described in the *Book of Discipline* and which are located in Jurisdictional Conferences.
- 2.10 Denominational Average Compensation.** The average annual Compensation of Clergy appointed to charges located in Conferences, as determined each year by the Administrator.
- 2.11 Employee.** A person who is described as an employee of a church in Code sections 414(e)(3) and/or 7701(a)(20), who is a Clergyperson serving The United Methodist Church, or who is a common-law employee of a Salary-Paying Unit.
- 2.12 ERISA.** The Employee Retirement Income Security Act of 1974, as amended from time to time.
- 2.13 General Agency.** A general agency of The United Methodist Church as defined in the *Book of Discipline*.
- 2.14 Hour of Service.**
- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Salary-Paying Unit and/or Plan Sponsor. These hours shall be credited to the Employee for the computation period in which the duties are performed; and
  - (b) Each hour for which an Employee is paid, or entitled to payment, by the Salary-Paying Unit and/or Plan Sponsor on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period); and
  - (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Salary-Paying Unit and/or Plan Sponsor. The same Hours of Service shall not be credited both under paragraph (1) or paragraph (2), as the case may be, and under this paragraph (3). These hours shall be credited to the Employee for the computation period or periods to which the award or agreement or payment is made.

Hours of Service will be credited for employment with other Salary-Paying Units and/or Plan Sponsors of The United Methodist Church.

- 2.15 Normal Retirement Age.** The Normal Retirement Age applicable to a Participant who is a Clergy person identified in Section 3.02b(1)(A) is defined in the *Book of Discipline*. The Normal Retirement Age applicable to a Participant who is a lay Employee is defined in Section 3.02b(1)(B)(iii).
- 2.16 Participant.** Any Employee who has become eligible to participate and enrolled in the Plan in accordance with Article III.
- 2.17 Period of Coverage.** The Plan Year, except that it may be a fraction of a Plan Year for a Participant who becomes eligible to enroll in the Plan after January 1 of a Plan Year. In those instances, the Period of Coverage is the remainder of the Plan Year.
- 2.18 Plan.** The Basic Protection Plan is a plan of The United Methodist Church which is comprised of a Disability Program and a Death Benefit Program.
- 2.19 Plan Sponsor.** An entity described below which has completed an Adoption Agreement which has been accepted by the Administrator and which is participating in a pension program administered by the Administrator:
- (a) the General Council on Finance and Administration if the Participant is a bishop;
  - (b) the Conference if the Participant is a local pastor or a full participant in the itinerant system, except if he/she is appointed pursuant to paragraphs 335.1a(2), (3), or (4), 335.1b, or 335.1d of the *Book of Discipline*;
  - (c) the General Council on Finance and Administration if the Participant is an Employee of 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;
  - (d) the Salary-Paying Unit if the Participant is classified in a category not described above.
- 2.20 Plan Year.** The twelve-month period ending on December 31 of each calendar year.
- 2.21 Program.** Any of the benefit plans offered to Plan Sponsors and/or Participants hereunder, which include, but are not limited to, the Disability Program under Article V and the Death Benefit Program under Article VI.
- 2.22 Retired Participant.** A Participant who meets the requirements of Section 3.02.b below.

**2.23 Salary-Paying Unit.** One of the following units which is associated with The United Methodist Church and located in the United States:

- (a) a. the General Conference;
- (b) a General Agency of The United Methodist Church;
- (c) a Jurisdictional Conference;
- (d) Conference located in a Jurisdictional Conference;
- (e) Conference board, agency, or commission located in a Jurisdictional Conference;
- (f) a local church located in a Conference; or
- (g) any other organization located in a Jurisdictional Conference which is eligible to participate in a church plan in accordance with the provisions of ERISA.

**2.24 Year of Service.** The completion of at least 1,000 Hours of Service during the Plan Year.

## ARTICLE III — ELIGIBILITY

**3.01 General Rule.** An Employee shall be eligible to participate in this Plan if the Employee meets the requirements of either Sections 3.02, 3.03, 3.04 or 3.05 below, and if he/she is not excluded from participation in accordance with the provisions of Section 3.06. Notwithstanding the foregoing and any other the terms of this Article III or the Plan, only those Participants, who are BPP Legacy Claimants, as described in Section 3.06 of UMLifeOptions, are eligible to continue to receive the benefits described in this Supplement I.

**3.02 Eligibility Requirements.** Each Employee of the Plan Sponsor shall be required to meet the following requirements for eligibility:

- (a) In order to be considered an Active Participant, the Employee must meet all of the following requirements:
  - (1) One of the following service requirements which has been selected by the Plan Sponsor:
    - (A) No minimum service shall be required of an Employee in order for the Employee to be eligible to be enrolled in the Plan.
    - (B) A Service requirement shall be imposed with such requirement being at least one month, but no more than 24 months.
  - (2) One of the following Age requirements which has been selected by the Plan Sponsor:
    - (A) No minimum Age shall be required of an Employee in order for the Employee to participate in the Plan.
    - (B) An Age requirement shall be imposed with such requirement being at least 18 years of Age, but no more than 21 years of Age.
  - (3) Be an Employee as defined below:
    - (A) For a Clergy person, a bishop *or* a member in full connection, probationary member, or associate member of a Conference who is under episcopal appointment and who is serving the appointment at least three-quarters time *or* a full-time local pastor who is under episcopal appointment *or* a person who has been granted a disability leave pursuant to Paragraph 354 of the *Book of Discipline* and who was enrolled in the Plan at the time he/she became disabled.

- (B) For a lay Employee, a person who is actively employed and is normally scheduled to work at least 30 hours or more per week or who became disabled while an Active Participant in this Plan.
  - (C) For a Clergy person, a member in full connection, probationary member, or associate member of a Conference who is under episcopal appointment and who is serving less than three-quarters time.
- (b) In order to be considered a Retired Participant, the Employee must be eligible to receive a benefit from a pension program administered by the Administrator and meet all of the following requirements:
- (1) The Employee must have been retired in accordance with the requirements which have been selected by the Plan Sponsor in the Adoption Agreement:
    - (A) For a Clergy person, a person who has retired (or recognized as being retired) in accordance with
      - (i) Paragraphs 409.1, 409.2, or 409.3 of the *Book of Discipline*;
      - (ii) Paragraphs 355.1, 355.2b, or 355.2c of the *Book of Discipline*;
      - (iii) Paragraph 355.2a of the *Book of Discipline*;
      - (iv) Paragraph 355.3 of the *Book of Discipline*; or
      - (v) Paragraph 345.5 of the *Book of Discipline*.
    - (B) For a lay Employee (other than a lay Employee of a General Agency), a person who has retired in accordance with the retirement policy of the Salary-Paying Unit from which he/she has retired:
      - (i) An early retirement age shall be selected by the Salary-Paying Unit in its Adoption Agreement.
      - (ii) Said early retirement age shall be the age of the Employee in the year in which the later of two events occur: (a) the year in which the Employee attains age “x” or (b) the year in which the Employee has at least “y” Years of Service with the denomination, where “x” is a number between 55 and 65, inclusively, and where “y” is a number between 0 and 20, inclusively.
      - (iii) The Normal Retirement Age shall be the year in which the later of two events occur: (a) the year in which the Employee attains age 65 or

(b) the year in which the Employee has five Years of Service with the denomination.

(C) For a lay Employee of a General Agency, a person who has retired in accordance with paragraph 714.3 of the *Book of Discipline*.

(2) An Employee must have participated in the Plan for at least five years immediately prior to being eligible to participate as a Retired Participant. If a Plan Sponsor has covered its Employees under the Plan for less than five years, an Employee who is enrolled by such Plan Sponsor as of the effective date of such Plan Sponsor's adoption of Plan coverage may become eligible to participate as a Retired Participant upon meeting the requirements of Section 3.02b(1); provided such Plan Sponsor elects to cover Employees in the categories noted in Section 3.02b(1).

(3) An Employee must continuously participate in the Plan after attaining the status of Retired Participant.

**3.03 Nondiscrimination.** A Plan Sponsor who elects coverage under the Death Benefit Program shall enroll a sufficient number of Employees to meet the nondiscrimination requirements of Code section 79(d).

**3.04 Proof of Insurability.** An Employee must show proof of insurability at the time he/she is eligible to enroll for Plan coverage. For the purpose of this Plan, an Employee shall meet this proof of insurability requirement when an executed enrollment form is filed with the Administrator within 60 days of the last to occur of the following:

- (a) the effective date of the Adoption Agreement which has been completed by the Plan Sponsor;
- (b) the date on which the Employee becomes eligible to participate in the Plan in accordance with Section 3.02 above;
- (c) the date on which the Employee experiences a change in family status due to his/her marriage or divorce, the birth or adoption of a Child (as defined in Section 6.05) of the Employee, the death of the Employee's Spouse or Child, or the termination or commencement of employment of the Employee's Spouse; or
- (d) the first day of the month immediately following the approval of the Administrator of the individual's participation based upon the completion (at the expense of the Plan Sponsor, the Salary-Paying Unit, or Employee) of a medical examination indicating a condition of good health acceptable to the Administrator. Such a medical examination shall be required in the event the Employee does not file an enrollment form pursuant to Sections 3.04a, b, or c above.

**3.05 Effective Date of Participation.** An Employee who initially becomes eligible to participate pursuant to Section 3.02 shall become a Participant in the Plan on the first day of the month following the Administrator’s receipt and acceptance of such Employee’s executed enrollment form; provided the terms of Section 3.04 have been satisfied. An Employee who experiences a change in family status pursuant to Section 3.04c during a Plan Year shall become a Plan Participant on the following January 1; provided the terms of Section 3.04 have been satisfied. An Employee who has met the terms of Section 3.04a shall have his/her coverage renewed as of the effective date of his/her Plan Sponsor’s annual Adoption Agreement.

**3.06 Special Rules.** Notwithstanding anything herein to the contrary,

(a) For a Plan Sponsor with seven or more Employees eligible to participate pursuant to Section 3.02a(3), such Plan Sponsor and its Employees may not participate in the Plan if the Plan Sponsor does not enroll at least seventy percent of those Employees who are eligible to participate in a Program.

(1) A Plan Sponsor may enroll clergy only, lay employees only, or both.

(2) For the purpose of the seventy percent rule, a Plan Sponsor must enroll at least seventy percent of eligible active Employees and at least seventy percent of eligible retired Employees if coverage is elected for retired Employees.

(b) For a Plan Sponsor with less than seven Employees eligible to participate pursuant to Section 3.02a(3), such Plan Sponsor and its Employees may not participate in the Plan if the Plan sponsor does not enroll its Employees in accordance with the following schedule:

Total Number of Eligible Employees	Number of Employees Required to be Enrolled
6	4
5	3
4	3
3	2
2	2

(1) A Plan Sponsor may enroll clergy only, lay employees only, or both.

(2) The schedule of required enrollment noted above must be applied separately to eligible active Employees and eligible retired Employees if coverage is elected for retired Employees.

- (c) The Administrator shall determine the eligibility of each Employee for participation based upon information furnished by the Plan Sponsor. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan and the Adoption Agreement.
- (d) The Administrator may reject any Adoption Agreement, or terminate the participation of a Plan Sponsor at the end of any Plan Year, in accordance with criteria established by the Administrator.
- (e) Transition Rule. Notwithstanding anything in this Article to the contrary, any person who is enrolled in the Plan or a Prior Plan as of December 31, 1992, shall continue to be eligible to continue his/her participation in the Plan provided that his/her Plan Sponsor enrolls him/her as of January 1, 1993, and said person is continuously enrolled thereafter.

## ARTICLE IV — CONTRIBUTIONS

**4.01 Premium Contributions.** The Administrator shall charge the Plan Sponsor, or at the request of the Plan Sponsor, the Salary-Paying Unit, for the premiums for the Programs for which the Employee is enrolled.

- (a) Said contributions shall be payable in annual installments. However, a Plan Sponsor can elect to pay the premium in quarterly or monthly installments. Less than annual installments shall include a reasonable finance charge which shall be determined by the Administrator and communicated to the Plan Sponsor at the time of renewal.
- (b) A Plan Sponsor may elect in the Adoption Agreement to have the Participant contribute towards the cost of the premium by requiring a certain percentage of the premium be paid by the Employee. However, the premium shall be collected by the Plan Sponsor (or Salary-Paying Unit) and shall be forwarded to the Administrator on the same basis as the Plan Sponsor premium.
- (c) Said premium shall be established by the Administrator in accordance with rules and regulations as may be established by the Administrator from time to time.

**4.02 Segregated Account.** Premium contributions made pursuant to Section 4.01 shall be credited as of the date of receipt by the Plan to a separate account maintained by the Administrator that is segregated for use only in paying claims under this Supplement I.

**4.03 Delinquent Contributions.** In the event the premium contributions required in Section 4.01 on behalf of any person are:

- (a) more than thirty days in arrears, the participation of, and the benefits related to, any such person under the Plan shall be suspended until arrangements have been made for the resumption of contributions satisfactory to the Administrator;
- (b) more than ninety days in arrears, the participation of, and the benefits related thereto, shall be terminated. Such terminated Participant shall have the right to re-enroll if he/she meets the proof of insurability requirement described in Section 3.04c herein.

## ARTICLE V — DISABILITY PROGRAM

**5.01 In General.** A Plan Sponsor who has adopted this Plan may elect to enroll its Employees in a Disability Program option which may be established by the Administrator in accordance with this Plan.

**5.02 Eligibility, Enrollment and Termination.** An Active Participant whose Plan Sponsor has enrolled said Active Participant in this Program shall receive benefits under this Program in accordance with the provisions of this Article and this Plan. Enrollment and termination of participation under the Plan shall constitute enrollment and termination of participation under this Program.

### **5.03 Disability Benefits.**

(a) Eligibility for Benefits.

(1) By Reason of Illness. In the event an Active Participant who has been an Active Participant in this Program for at least six months becomes disabled (as defined in Section 5.03b) by reason of illness, such Active Participant shall be entitled to a disability benefit under this Program.

(2) By Reason of Accident. In the event an Active Participant becomes disabled (as defined in Section 5.03b) by reason of an accident, the Active Participant shall be entitled to a disability benefit under this Program.

(b) Definition of Disability. An Active Participant will be considered disabled for the purposes of this Program as of the date the Administrator determines on the basis of medical evidence that such Active Participant was unable to perform the usual and customary duties of his/her employment by reason of bodily injury, disease, or mental or emotional disease or disorder which will presumably last for at least six continuous months, exclusive of any disability resulting from (A) service in the armed forces of any country, (B) warfare, (C) intentionally self-inflicted injury, or (D) participation in any criminal or unlawful act.

After having received benefit payments for twenty-four months, the Active Participant shall be considered disabled only if such Active Participant is unable to engage in any occupation for which such Active Participant is reasonably qualified by training, education, experience, or age. In order to continue disability benefit payments after twenty-four months, an Active Participant will be required to submit medical evidence of such disability to the Administrator in accordance with Subsection c below.

- (c) **Application for Benefit.** An Active Participant shall complete an application for benefit form provided by the Administrator. The Administrator shall require medical evidence of initial and continuing disability, including, but not limited to, a requirement that the Active Participant submit to medical examination at the request of the Administrator. The Program shall pay all reasonable medical fees, as determined by the Administrator, for any examinations requested more frequently than annually. Documentation from the Social Security Administration shall constitute medical evidence for the purpose of this Section 5.03c. Medical evidence must be received by the Administrator within 90 days of an Administrator request for such information, otherwise disability benefits will be denied for initial disability and terminated. Determinations as to disability made by the Administrator shall be made in accordance with the procedures set for the in Section 7.01.
  
- (d) **Commencement of Benefit.**
  - (1) For an Active Participant, payment of benefits shall begin retroactive to the first day of the month following the date of disability as determined by the Administrator.
  - (2) No disability benefits shall be payable for any period of time when the Active Participant is still receiving a salary from his/her Salary-Paying Unit. Notwithstanding the foregoing, a Participant who is actively enrolled in a rehabilitation program approved by the Administrator may be entitled to receive a portion of his/her disability benefits even though he/she may be receiving a salary from an employer.
  - (3) Even if the Active Participant is otherwise eligible to receive disability benefits, 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 by the Administrator.
  
- (e) **Termination of Benefit.** Disability benefits will be payable under the Program until the earliest of one of the events noted below.
  - (1) Upon the death of the Active Participant, disability benefits shall terminate.
  - (2) If the Administrator determines that an Active Participant is no longer disabled, based on medical evidence, disability benefits will terminate. The Participant will assume the cost of providing the Administrator with such medical evidence in accordance with the procedures established under Section 5.03c.

- (3) If the Active Participant fails to submit medical evidence of continuing disability within 90 days of a request from the Administrator for such information pursuant to Section 5.03c, disability benefits will be terminated in accordance with the procedures set forth in Section 7.01.
- (4) If an Active Participant becomes disabled in accordance with the terms of Section 5.03b on or before age 60, disability benefits will terminate upon the attainment of age 65.
- (5) If an Active Participant becomes disabled in accordance with the terms of Section 5.03b after age 60, disability benefits will terminate after five years.
- (6) Upon June 30 following the date he/she turns age 70, the disability benefits of a Clergy person will terminate.

**5.04 Amount of Disability Benefit.** The Plan Sponsor shall indicate in the Adoption Agreement the amount of the benefit coverage to be payable hereunder. This amount shall be stated as a percentage of an Active Participant's Compensation in effect as of the date on which the Active Participant became disabled.

- (a) Options Available For Active Participants Who Are Clergypersons. For those Active Participants who are Clergypersons a Plan Sponsor may elect one of the following benefit options:
  - (1) 10% of the greater of Compensation or the Denominational Average Compensation;
  - (2) 60% of the greater of Compensation or of the Denominational Average Compensation less any disability benefits received under the Comprehensive Protection Plan and from the Social Security Administration of the United States; or
  - (3) 70% of the greater of Compensation or of the Denominational Average Compensation less any disability benefits received under the Comprehensive Protection Plan and from the Social Security Administration.
- (b) Options Available For Active Participants Who Are Lay Employees. For those Active Participants who are lay Employees, a Plan Sponsor may elect one of the following benefit options:
  - (1) 40% of Compensation;
  - (2) 60% of Compensation less any disability benefits received from the Social Security Administration; or

- (3) 70% of Compensation less any disability benefits received from the Social Security Administration.

**5.05 Premiums.** A premium for each Program option shall be established by the Administrator in accordance with insurance industry standards taking into consideration certain factors including, but not limited to, age and compensation of the Participant, amount of exposure and mortality tables. For the purposes of Section 5.05, the term “age” as used herein shall mean the Participant’s age as of the birthday nearest the premium effective date; and the term “compensation” as used herein shall mean the same as that defined in Section 2.08, except compensation for the purposes of this Section 5.05 will be an amount paid to the Participant for the year period nearest the prospective premium effective date.

**5.06 Rules and Regulations.** The Administrator shall establish all necessary rules, regulations, and procedures for the proper administration of this Program.

## ARTICLE VI — DEATH BENEFIT PROGRAM

- 6.01 In General.** A Plan Sponsor who has adopted this Plan may elect to enroll its Employees in a Death Benefit Program option which may be established by the Administrator in accordance with this Plan.
- 6.02 Eligibility, Enrollment and Termination.** A Participant whose Plan Sponsor has enrolled said Participant in this Program shall receive benefits under this Program in accordance with the provisions of this Article and this Plan. Enrollment and termination of participation under the Plan shall constitute enrollment and termination of participation under this Program.
- 6.03 Participant Death Benefit Options.** In the event of the death of a Participant, the Beneficiary (as defined in Section 6.08) of such Participant shall be entitled to a death benefit in an amount determined pursuant to Section 6.03 herein:
- (a) **Active Participant.** A Plan Sponsor may elect to provide its Active Participants with coverage according to one of the following options:
    - (1) **Option 1.** Active Participants (eligible to participate pursuant to Section 3.02a(3)(A), (B), or (C)) may be provided with coverage according to one of the following:
      - (A) One of the following amounts: \$10,000, \$25,000, or \$50,000.
      - (B) One of the following percentages of Compensation: 100%, 150%, or 200%. The benefit under this option shall be payable in amounts which are whole multiples of \$10,000. Accordingly, the benefit shall be rounded to the next highest \$10,000. the maximum benefit payable here under shall be \$200,000.
    - (2) **Option 2.** Active Participants (eligible to participate pursuant to Sections 3.02a(3)(A) or (C)) may be provided with coverage equal to the greater of 150% of the Denominational Average Compensation or 150% of Compensation, minus his/her death benefit provided under Section 5.03(d) of the Comprehensive Protection Plan.
    - (3) **Option 3.** Active Participants (eligible to participate pursuant to Section 3.02a(3)(A), (B), or (C)) may be provided with coverage based on the Denominational Average Compensation multiplied by the percentage (noted either under Schedule A, B, or C below, as applicable) which corresponds to the Participant's Age at his/her death. For Active Participants covered pursuant to Sections 3.02a(3)(A) or (C), a Plan Sponsor shall elect either Schedule (A) or (B)

below; whereas, for Active Participants covered pursuant to Section 3.02a(3)(B), a Plan Sponsor shall select either Schedule (B) or (C) below.

Age	Schedule A	Schedule B	Schedule C
46	75.0%	150%	300%
47	72.5%	145%	290%
48	70.0%	144%	280%
49	67.5%	135%	270%
50	65.0%	130%	260%
51	62.5%	125%	250%
52	60.0%	120%	240%
53	57.5%	115%	230%
54	55.0%	110%	220%
55	52.5%	105%	210%
56	50.0%	100%	200%
57	47.5%	95%	190%
58	45.0%	90%	180%
59	42.5%	85%	170%
60	40.0%	80%	160%
61	37.5%	75%	150%
62	35.0%	70%	140%
63	32.5%	65%	130%
64	30.0%	60%	120%
65	27.5%	55%	110%
66	25.0%	50%	100%
67	22.5%	45%	90%
68 to retirement	20.0%	40%	80%

Notwithstanding the foregoing, no benefit provided under Option 3 shall exceed \$200,000.

(b) Retired Participant. A Plan Sponsor may elect to provide its Retired Participants death benefit coverage as follows:

- (1) For Retired Participant who was a Clergyperson prior to retirement: \$5,000
- (2) For a Retired Participant who was a lay Employee prior to retirement: either 30% of the Denominational Average Compensation or \$5,000

**6.04 Spouse Death Benefit Option.** A Plan Sponsor may elect to provide one of the following death benefit options which would be payable to an Active Participant upon the death of his/her Spouse: (1) \$5,000 for an Active Participant covered pursuant to Sections 3.02a(3)(A)

or (C), or (2) 20% of the Denominational Average Compensation or \$5,000 for an Active Participant covered pursuant to Section 3.02a(3)(B). For the purpose of this section, the term “Spouse” shall mean the person to whom the Active Participant is married in accordance with the law of the jurisdiction in which the Active Participant resides.

**6.05 Child Death Benefit Option.** A Plan Sponsor may elect to provide one of the following death benefit options which would be payable to an Active Participant upon the death of a Child of the Active Participant: (1) \$5,000 for an Active Participant covered pursuant to Sections 3.02a(3)(A) or (C), or (2) 10% of the Denominational Average Compensation or \$5,000 for an Active Participant covered pursuant to Section 3.02a(3)(B). For the purposes of this Section, the term “Child” means a natural or legally adopted child of a Participant who, at the time of his/her death, was under the age of 19 years (or under the age of 24 years if he/she was a full-time student at an accredited school).

**6.06 Payment of Benefits.** The benefits payable under any of the Program options shall be paid to the beneficiary in a single sum.

**6.07 Application for Benefit.**

- (a) The benefits payable pursuant to this Program shall be paid only after application for payment has been made to the Administrator in such form approved by the Administrator.
- (b) The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of a benefit on account of the death of a Participant, Spouse or Child as the Administrator may deem appropriate. The Administrator’s determination of death and of the right of any person to receive payment shall be conclusive.
- (c) Application for benefits payable under this Article must be made within two years after the death which gives rise to the benefit. In the case of a benefit payable to a person with a legal disability, said beneficiary must apply for benefits within two years of the removal of the legal disability.
- (d) If a beneficiary fails to make an application for benefit within the time period required in Section 6.07c above, the Administrator shall consider such a failure as a refusal to accept the benefit and shall notify the next secondary beneficiary as to his/her eligibility to receive a benefit. Such determination shall be made only after a sixty-day period commencing on the date on which the Administrator sends a certified letter to the beneficiary at his/her last known address.

**6.08 Designation of Beneficiary.** Each Participant may designate, in such form as required by the Administrator, a beneficiary who is to receive the Participant's interest in the Plan in the event of the Participant's death, but the designation of a beneficiary shall not be effective for any purpose unless and until it has been filed by the Participant with the Administrator during the Participant's lifetime.

- (a) Each Participant may designate, in such form as required by the Administrator, a primary and contingent beneficiary who is to receive the Participant's interest in the Plan in the event of the Participant's death. In the event a Participant's designated primary beneficiary is not available (for any reason such as one noted below in this Section 6.08) as of the Participant's death, the death benefit hereunder shall be paid to a Participant's designated contingent beneficiary. The designation of a beneficiary shall not be effective for any purpose unless and until it has been filed by the Participant with the Administrator during the Participant's lifetime.
- (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 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.

- (c) A Participant may designate multiple beneficiaries who will divide any benefit payable under Article VI 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 acceptable to the Administrator and filed with the Administrator during the Participant's lifetime.
- (d) A Participant's divorce shall revoke any beneficiary designation in favor of the Participant's Spouse made prior to the divorce. Until such time as a new designation of beneficiary is filed with the Administrator in accordance with the provisions of this Section, benefits will be payable as if the former Spouse had predeceased the Participant.
- (e) In the event a Participant shall not designate a beneficiary in the manner heretofore stated, or if for any reason such designation shall be legally ineffective, or if such Beneficiary predeceases the Participant, then the beneficiary shall be deemed to be the estate of the deceased Participant.

**6.09 Premiums.** A premium for each Program option shall be established by the Administrator in accordance with insurance industry standards, taking into consideration certain factors including, but not limited to, the age and compensation of the Participant, amount of exposure, and mortality tables. For the purposes of this Section 6.09, the term "age" as used herein shall mean the Participant's age as of the birthday nearest the premium effective date; and the term "compensation" as used herein shall mean the same as that defined in Section 2.08 except compensation for the purposes of this Section 6.09 will be an amount paid to the Participant for the year period nearest the prospective premium effective date.

**6.10 Rules and Regulations.** The Administrator shall establish all necessary rules, regulations, and procedures for the proper administration of this Program.

**6.11 Protection of Benefits from Prior Plans.**

- (a) Any person who as of December 31, 1992, had paid-up death benefit coverage as a Retired Participant in the Basic Protection Plan shall thereafter continue to have the same death benefit coverage at no additional cost to the Retired Participant or his/her Plan Sponsor.
- (b) Any person who as of December 31, 1992, had death benefit coverage from the former Death Benefit Program or the Death Benefit Program Plus shall thereafter continue to have the same death benefit coverage, provided his/her Plan Sponsor continues to make the required premium contributions in the amount to be established by the Administrator.

## ARTICLE VII — ADMINISTRATION OF THE PLAN

**7.01 Powers and Duties of the Administrator.** The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator, in addition to all powers and authorities under common law, statutory authority and other provisions of the Plan, shall have the following powers and authorities, to be exercised in the Administrator's sole discretion:

- (a) To establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan;
- (b) To determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (c) To compute, certify and direct the Trustee with respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;
- (d) In its sole discretion, to construe and interpret the Plan and make administrative rules in accordance therewith, and to resolve or otherwise decide matters not specifically covered by the terms and provisions of the Plan;
- (e) To maintain all necessary records for the administration of the Plan;
- (f) To interpret the provisions of the Plan and make and publish such rules for regulation of the Plan as are consistent with the terms hereof;
- (g) To file, or cause to be filed, all such annual reports, returns, schedules, descriptions, financial statements and other statements as may be required by any federal or state statute, agency or authority;
- (h) To obtain from the Plan Sponsors and Employees such information as shall be necessary to the proper administration of the Plan;
- (i) To specify actuarial assumptions and methods for use in determining contributions and benefits under the Plan; and

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

**7.02 Records and Reports.** The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to appropriate government entities, Participants, Beneficiaries and others as required by law.

**7.03 Duties of the Plan Sponsor.** The Plan Sponsor shall assume the following duties with respect to the Plan:

- (a) To enroll Employees, as applicable;
- (b) To maintain records of a Participant's Compensation;
- (c) To remit contributions to the Trustee;
- (d) To provide the Administrator with the statistical data and other statistical information satisfactory to the Administrator within a reasonable time after a request by the Administrator sufficient to enable the Administrator to discharge its duties under the Plan;
- (e) To register with and report to government agencies, as appropriate;
- (f) To properly notify Employees of their rights and obligations under the Plan.

**7.04 Fees and Expenses.** All expenses incurred by the Administrator and Trustee in connection with the administration of this Plan shall be paid by the Plan.

- (a) The Trustee has the authority to determine administrative and expense charges and the methods for applying such charges.
- (b) The Trustee is authorized to deduct from the Plan's reserves, funds, contributions, and/or earnings thereon, the expenses and fees necessary or appropriate to the administration of the Plan, including an allocable share of the Administrator's operating expenses.
- (c) The Administrator is authorized to determine a reasonable charge for providing non-routine reports and services for Plan Sponsors and for Participants and to require the Plan Sponsor or Participant to pay for such non-routine reports and services.

- 7.05 Attorney Fees and Costs.** The Trustee may assess, to the extent permitted by law, against the assets it manages for any Participant, reasonable attorney fees and charges to reimburse the Administrator or Trustee for expenses incurred by the Administrator or Trustee, through no fault of its (their) own, in responding to pleadings, retaining counsel, entering an appearance or defending any case in any action in civil law, in the event the Administrator or Trustee is served with a levy, subpoena, summons or other similar pleading by the Internal Revenue Service or by any other party, including the parties to marital litigation, in litigation or legal proceedings in which the Administrator or Trustee is not a party, or is a party only by virtue of its (their) role as a fiduciary in administering assets on behalf of a Participant.
- 7.06 Delegation of Authority.** The Administrator may authorize one or more of its number, or any agent, to carry out its administrative duties, and may employ such counsel, auditors, and other specialists and such clerical, actuarial and other services as it may require in carrying out the provisions of the Plan. The Administrator may rely on any certificate, notice or direction, oral or written, purporting to have been signed or communicated on behalf of the Plan Sponsor, Participant, or others which the Administrator believes to have been signed or communicated by persons authorized to act on behalf of the Plan Sponsor, Participant or others, as applicable. The Administrator may request instructions in writing from the Plan Sponsor, Participant or others, as applicable, on other matters, and may rely and act thereon. The Administrator may not be held responsible for any loss caused by its acting upon any notice, direction or certification of the Plan Sponsor, Participant or others, which the Administrator reasonably believes to be genuine and communicated by an authorized person.
- 7.07 Submission of Claims.** Claims for benefits under the Plan shall be filed with the Administrator on forms supplied by the Administrator. Written notice of the disposition of a claim shall be furnished to the Plan Sponsor and to the claimant within 45 days after all required forms and materials related to the application therefor are filed.
- 7.08 Denial of Claims.** If any claim for benefits under the Plan is wholly or partially denied, the claimant shall be given notice in writing, within a reasonable period of time after receipt of the claim by the Plan, written in a manner calculated to be understood by the claimant, setting forth the following information:
- (a) the specific reasons for such denial;
  - (b) specific reference to pertinent Plan provisions on which the denial is based;
  - (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
  - (d) an explanation of the Plan's appeals procedures.

A “reasonable time” for such notice shall not exceed 45 days after the filing of the original claim or 45 days after the request for or submission of any additional data or documents requested by the Administrator, or, if special circumstances require an extension of time, written notice of the extension shall be furnished to the claimant and an additional 90 days will be considered reasonable.

**7.09 Appeals from Denial of Claims.** If a Participant is denied benefits hereunder, the Participant shall have the right to appeal the decision in accordance with the following procedures:

- (a) Intermediary Appeal Procedure. The Administrator shall establish an intermediary appeals procedure containing no more than a three-level process.
- (b) Final Procedure.
  - (1) There shall be an Appeals Committee of the Administrator nominated by its President and elected by the Administrator which shall hear and decide appeals after the intermediary appeal procedure has been followed.
  - (2) The Appeals Committee decision shall be final and not subject to action of the Administrator.
  - (3) After the final intermediary process has been completed and if the Participant’s claim is still fully or partially denied, the claimant shall be advised that he/she may, in writing, request a review by the Appeals Committee of the decision denying the claim by filing with the Appeals Committee, on forms supplied by it, within 90 days after such notice has been received by the claimant.
    - (A) The Notice of Appeal shall be executed by the claimant.
    - (B) After filing the Notice of Appeal, the claimant may submit issues and comments and other relevant, supporting documents to the Appeals Committee for its consideration.
    - (C) If such Notice of Appeal is timely filed, the appeal will be heard by the Appeals Committee at its next meeting, unless special circumstances require an extension of time for processing, in which case the claimant shall be so notified and the appeal will be heard at the subsequent meeting of the Appeals Committee.

- (D) To allow sufficient time for handling and processing, all Notices of Appeal and supporting documents must be filed with the Appeals Committee at least 30 days prior to the next meeting of the Appeals Committee, and no documents submitted to the Appeals Committee after that time can or will be considered by the Appeals Committee except by its leave and discretion.
- (E) The claimant, his or her duly authorized representative, or a representative of the Plan Sponsor, may request permission to appear personally before the Appeals Committee to present evidence with respect to the claim, subject to conditions and time limitations set by the Appeals Committee, but the expense for any such personal appearance must be borne by the claimant or the Plan Sponsor.
- (F) The claimant shall be given written notice of the decision resulting from an appeal. Such notice shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based, and such written notice shall be mailed to the claimant by the staff of the General Board within 15 days following the action by the Appeals Committee.

**7.10 Appeal a Condition Precedent to Civil Action.** No cause of action in civil law with respect to any alleged violation of the terms and conditions of this contract shall be commenced or maintained by any Participant unless and until such Participant shall have initiated and completed the process of an Appeal as set forth in Sections 7.07 to 7.09 of this Plan.

**7.11 Limitation of Liability.** All benefits hereunder are contingent upon, and payable solely from, such contributions as shall be received by the Trustee and investment results of the Trustee. No financial obligations, other than those which can be met by the contribution actually received and the investment results, shall be assumed by the Administrator or the Trustee. To the extent assets of the Plan attributable to a Participant have been transferred to a trust as provided in Section 8.02c, all benefits to which the Participant is entitled under this Plan shall be provided only out of such trust and only to the extent the trust is adequate therefor. The members of the Administrator shall not personally be responsible or otherwise liable for the payment of any benefits hereunder.

## ARTICLE VIII — AMENDMENT AND TERMINATION

- 8.01 Amendment of the Plan.** The Administrator has the power to amend prospectively or retroactively any or all provisions of this Plan or the Adoption Agreement at any time by written instrument identified as an amendment of the Plan effective as of a specified date.
- 8.02 Termination of Plan.** This Plan may be terminated in whole or in part at any time by the Administrator.
- 8.03 Preservation of Rights.** No amendment shall, without written consent of the Administrator, deprive the Administrator of any of its exemptions and immunities; nor shall such amendment change the duties, responsibilities, rights, or privileges of any Administrator or the provisions of any contract. If any amendment by the Plan Sponsor affects the rights, duties, responsibilities, or obligations of the Administrator hereunder, such amendment may be made only with the consent of the Administrator.

## ARTICLE IX — ADOPTION OF PLAN

- 9.01 Adoption by a Plan Sponsor.** The Plan Sponsors described in Section 2.19 may adopt this Plan by completing an Adoption Agreement on an annual basis, effective for a Plan Year. A Plan Sponsor may adopt the Plan after the commencement of the Plan Year, with participation in the Plan effective as of the first day of the month following the receipt of an executed Adoption Agreement by the Administrator and ending as of the last day of the Plan Year.
- 9.02 Adoption Agreement.** The Administrator shall issue an Adoption Agreement to be executed by a Plan Sponsor. The Adoption Agreement shall allow the Plan Sponsor to make elections in accordance with the provisions of the Plan. Any amendment made to an Adoption Agreement by a Plan Sponsor must become effective as of the next following January 1.
- 9.03 Program Election.** A Plan Sponsor may elect to participate in the Disability Program described in Article V, in the Death Benefit Program described in Article VI, or both.
- 9.04 Premium Obligation.** By signing an Adoption Agreement, the Plan Sponsor is obligated to participate in the Plan for the remainder of the Plan Year and to pay the full cost of the premium thereunder. The premium for a Plan Sponsor adopting the Plan after the commencement of the Plan Year shall be prorated based on the number of months remaining in the Plan Year.

## ARTICLE X — MISCELLANEOUS

- 10.01 Distribution for Minor Beneficiary.** In the event a distribution is to be made to a minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his/her residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Administrator, Plan Sponsor, and Plan from further liability on account thereof.
- 10.02 Unclaimed Benefit.** The failure of a beneficiary to properly claim a benefit due hereunder during the stated time period, or if no time period is stated, then within two years of being eligible to receiving the benefit, shall cause the benefit to be considered to have been refused and forfeited and shall cause the benefit to be paid to the secondary beneficiary or default beneficiary in accordance with the Plan. If the last default beneficiary does not claim the benefit within a two-year period commencing with the date on which he/she became eligible to receive the benefit, the benefit shall be considered to be refused and forfeited by said beneficiary. After the last two-year period has expired, the Administrator shall send a certified letter to the last known address of the last default beneficiary indicating that the beneficiary has 60 days to claim such benefit. Failure to claim the benefit within the 60-day time period shall cause the benefit to be forfeited. Such forfeited amounts shall be added to the reserves of the Plan. However, any such forfeited amount will be reinstated and become payable if a claim is made by the estate of the Participant or beneficiary. The Administrator shall prescribe uniform and nondiscriminatory rules for carrying out this provision.
- 10.03 Funding.** The obligations of the Plan Sponsors and/or Salary-Paying Units under this Plan may be funded through contributions to a trust or otherwise but need not be except to the extent required by law. Nothing contained in the Plan shall give a Participant any right, title, or interest in any property of the Plan Sponsors and/or Salary-Paying Units.
- 10.04 Titles and Headings.** The titles and headings of the Articles and Sections of this instrument are placed herein for convenience of reference only, and in the case of any conflicts, the text of this instrument, rather than the titles or headings, shall control.
- 10.05 Number.** Wherever used herein, the singular shall include the plural and the plural shall include the singular, except where the context requires otherwise.
- 10.06 Construction.** The Plan and each of its provisions of this Plan shall be construed and their validity determined by the laws of the State of Illinois, other than its laws respecting choice of law, to the extent such laws are not preempted by any federal law and to the extent that the *Discipline* is not the applicable governing law.
- 10.07 [Reserved]**

**10.08 Continuation of Benefits Not Guaranteed.** Nothing contained in this Plan, nor in the descriptions of the Program options offered hereunder, shall be construed to guarantee the continuation of benefits beyond the current Period of Coverage in which a Participant is participating. Any and all specific Program options may be created, amended or terminated by the Administrator in its sole discretion.

**10.09 Pooling of Assets and Claims.** The Administrator, at its own discretion, may pool the assets and claims of this Plan with the assets and claims of other welfare benefit programs administered by the Administrator in accordance with rules and regulations adopted by the Administrator.

**10.10 Alternative Dispute Resolution.** If a dispute arises out of or related to the relationship between a Plan Sponsor and the Administrator, the parties agree first to try in good faith to settle the dispute by mediation through the American Arbitration Association, or other mediation/arbitration service mutually agreed upon by the parties, before resorting to arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to the relationship between the Plan Sponsor and the Administrator shall be settled by binding arbitration through the American Arbitration Association, or the other mediation/arbitration service which had been mutually agreed upon by the parties.

- (a) The site of the mediation and/or arbitration shall be in a city mutually agreed to by the parties which is not located within the boundaries of the Plan Sponsor.
- (b) The laws of the State of Illinois shall apply in situations where federal law is not applicable. The applicable rules of the selected service shall apply. If the service allows the parties to choose the number of arbitrators, unless another member is mutually agreed to, any arbitration hereunder shall be before at least three arbitrators, and the award of the arbitrators, or a majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- (c) The fees and costs for mediation shall be borne equally by the parties. The fees and costs of arbitration shall be allocated to the parties by the arbitrators.

**10.11 Non-alienation of Benefits.** 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. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber such benefit, whether presently or thereafter payable, shall be void. No benefit shall be paid nor shall the Plan in any manner be liable for, or subject to the debts or liabilities of, any Active Participant, Retired Participant or other person entitled to any benefit.

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**IN WITNESS WHEREOF**, pursuant to the authority delegated to Wespath staff by resolutions of the Board of Directors thereof adopted on February 26, 2021 and July 16, 2021, the foregoing UMLifeOptions Plan is hereby amended and restated on December 16, 2025, with effect as of January 1, 2026.

By:  \_\_\_\_\_

**Martin Bauer**  
Senior Managing Director, Benefit Plans