



# Pension Fund

of the Christian Church

## **Tax-Deferred Retirement Account Member Resource Book**

## TABLE OF CONTENTS

INTRODUCTION .....	- 1 -
A.    Our Common Mission: Caring and Support .....	- 1 -
B.    Caution.....	- 1 -
WHAT KEY DEFINITIONS DO I NEED TO KNOW? .....	- 1 -
PARTICIPATION .....	- 3 -
A.    Eligibility .....	- 3 -
B.    Notification and Forms .....	- 3 -
C.    End of Participation .....	- 3 -
CONTRIBUTIONS .....	- 3 -
A.    Pre-Tax Contributions .....	- 3 -
B.    Pre-Tax Contribution Limits.....	- 4 -
C.    Employer Contributions.....	- 5 -
D.    Rollover Contributions .....	- 5 -
LIMITATIONS ON CONTRIBUTIONS AND OTHER ADDITIONS.....	- 5 -
A.    General Limit.....	- 5 -
B.    Special Limits .....	- 6 -
VESTING .....	- 6 -
INVESTMENTS.....	- 6 -
A.    Exclusive Benefit.....	- 6 -
B.    Earnings Rate.....	- 6 -
ACCOUNTING.....	- 7 -
A.    Member Accounts.....	- 7 -
B.    Statements.....	- 7 -
BENEFITS.....	- 7 -
A.    Distributions .....	- 7 -
B.    Beneficiaries .....	- 8 -
C.    Required Minimum Distributions.....	- 8 -
FINANCIAL HARDSHIP.....	- 9 -
PAYMENTS THAT CAN BE ROLLED OVER.....	- 10 -
A.    Eligible Rollover Distribution .....	- 10 -
B.    Direct Rollover .....	- 11 -
C.    Payment Made to You .....	- 11 -
D.    Payments That Cannot Be Rolled Over.....	- 11 -
E.    Special Rules for Surviving Spouses, Alternate Payees, and Non-Spouse Beneficiaries .....	- 11 -

MILITARY SERVICE .....	- 12 -
ADMINISTRATION OF THE TDRA .....	- 12 -
A. Administrator .....	- 12 -
B. Claims Procedure.....	- 12 -
NONALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS .....	- 13 -
A. Nonalienation of Benefits .....	- 13 -
B. Tax Levy.....	- 13 -
C. Domestic Relations Orders .....	- 13 -
PLAN EXPENSES .....	- 13 -
AMENDMENT OR TERMINATION OF TDRA OR DCRA .....	- 13 -
WHAT GENERAL INFORMATION ABOUT THE TDRA SHOULD I KNOW? .....	- 13 -
A. Name of Plan .....	- 13 -
B. Type of Plan.....	- 13 -
C. Effective Date .....	- 13 -
D. Administrator .....	- 14 -
E. Plan Year .....	- 14 -
F. Source of Financing.....	- 14 -
RISKS .....	- 14 -

## INTRODUCTION

### A. Our Common Mission: Caring and Support.

Pension Fund of the Christian Church (Disciples of Christ) was established by the Christian Church to provide retirement, disability, death, and other benefits to ministers, missionaries, and lay persons in service of the church. As part of this mission, Pension Fund maintains the Tax-Deferred Retirement Account of the Pension Fund of the Christian Church (Disciples of Christ) ("TDRA").

Your Employer helps you to build a reserve for retirement by allowing you to contribute part of your Compensation to a 403(b) account under the TDRA on a pre-tax basis. Your Employer may also make an Employer Contribution on your behalf. Contributions to your 403(b) account and the earnings on those contributions grow tax-deferred until they are withdrawn from the TDRA. Your Pre-Tax Contributions, Employer Contributions, and any Rollover Contributions to your 403(b) account, and the earnings on these contributions, determine your retirement benefits under the TDRA.

### B. Caution.

The purpose of this Member Resource Book is to help you understand the tax-deferred 403(b) accounts offered to you under the TDRA. The TDRA is the document that legally governs the terms and operations of the plan and creates any rights for you or your beneficiary(ies). If there are any differences between this summary and the TDRA, the TDRA will control. Further details about the TDRA are on file at Pension Fund.

**If you have any questions that are not answered by this summary, you may contact Pension Fund toll free at 866-495-7322 or by email at [pfcc1@pensionfund.org](mailto:pfcc1@pensionfund.org).**

**Pension Fund of the Christian Church (Disciples of Christ), Inc. is a not-for-profit corporation organized under the laws of Indiana. The TDRA is a benefit under the Defined Retirement Contribution Accounts of the Pension Fund of the Christian Church (Disciples of Christ), which was most recently restated on January 1, 2017.**

## WHAT KEY DEFINITIONS DO I NEED TO KNOW?

Certain defined words and phrases are used in this summary. When the first letter of a word or phrase is capitalized, please refer to this section for its meaning.

**Account Balance** means the balance in all Accounts maintained for you which reflects the aggregate amount credited or debited from your Accounts, including the interest credited and any transfers and/or distributions.

**Accounts** means the separate accounts maintained for you to reflect your benefit in the TDRA, including your Pre-Tax Contribution Account, Employer Contribution Account, and Rollover Contribution Account.

**Administrator** means Pension Fund.

**Alternate Payee** means an individual who has a right to a benefit under the terms of a qualified domestic relations order.

**Board** means the Board of Directors of Pension Fund.

**Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Compensation** means the amount paid by the Employer to an Employee in a Plan Year that is reported as wages for federal income tax purposes, but including any Pre-Tax Contributions or other elective deferrals excludable from taxable income under Code Sections 125, 401(k), 457(b), 132(f), or 403(b). In the case of a self-employed Minister, Compensation means the Minister's earned

income, but without regard to any exclusion under Code Section 911, from the exercise of his or her ministry. Federal law may limit the amount of Compensation that can be taken into account under the TDRA each Plan Year, which limit is \$275,000 for 2018, adjusted thereafter for cost-of-living increases.

**Disabled** means (i) if you are also a member in the Pension Plan, the meaning of disabled under the Pension Plan, or (ii) for any other Member, an inability to perform the material duties of any occupation, job or work for which you are, or could reasonably become, suited by education, training, or experience.

**Employee** means any Minister or any common law employee of an Employer employed in a job classification that the Employer has designated as eligible to participate in the TDRA.

**Employer** means all of the entities which directly or indirectly serve the Christian Church (Disciples of Christ), any other church or affiliated entity that is part of the Stone-Campbell Movement, and any other organization which has been designated by Pension Fund as eligible to participate in the TDRA for its Employees. An Employer also includes any other organization if a Minister provides services to the organization in connection with the exercise of his or her ministry, and self-employed Ministers who contribute to the TDRA.

**Employer Contribution** means a contribution made to the TDRA by the Employer on behalf of an Employee.

**Good Experience Credit** means the additional interest that may be credited to an Account by the Board in its sole discretion, from time to time and when investment experience and actuarial results allow, to increase the base interest rate. Each Account of the Member is credited to reflect any Good Experience Credit; provided, however, that any Member who is receiving an annuity form of benefit under the

TDRA is not eligible for a Good Experience Credit.

**Member** means an Employee or former Employee who is eligible or may become eligible to receive a benefit of any type under the TDRA.

**Minister** means an ordained, commissioned, or licensed minister of the Christian Church (Disciples of Christ) with standing or an ordained, commissioned, or licensed minister of any church that is part of the Stone-Campbell movement.

**Pension Fund** means Pension Fund of the Christian Church (Disciples of Christ).

**Plan Year** means the calendar year.

**Pre-Tax Contribution** means a contribution made to the TDRA by the Employer on a pre-tax basis at the election of the Member on a Salary Contribution Agreement.

**Rollover Contribution** means an amount you rollover into your Account under the TDRA from another eligible retirement plan.

**Severance from Employment** means a complete termination of the employment relationship between the Employee and the Employer and any related employer with no anticipation of future service.

**Special Apportionment** means extra benefits that may be granted from time to time by the Board, in its sole discretion, when investment experience and actuarial results exceed the amount necessary for the actuarial reserves. Special Apportionments, if any, are equally apportioned by the Board among all Members who are receiving annuity benefits under the TDRA only.

**Spouse** means the person to whom the Member is married where the marriage is legally recognized under the law of any State, including the law of Puerto Rico.

**TDRA** means the Tax-Deferred Retirement Account of the Pension Fund of the Christian Church (Disciples of Christ), which is a benefit under the Defined Contribution Retirement Accounts of the Pension Fund of the Christian Church (Disciples of Christ).

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

**Vested** or **Vesting** means that your interest in your Accounts is unconditional, legally enforceable, and nonforfeitable

## **PARTICIPATION**

### **A. Eligibility.**

You will become a Member in the TDRA in accordance with the terms and conditions set by your Employer. Generally, you are eligible to participate in the TDRA the first day you perform services for your Employer as an Employee. You can also become a Member in the TDRA if you are a Minister who is self-employed, so long as you are performing services in the exercise of your ministry.

**Ministers can be either employed by a church or self-employed. Most ministers are employees of a church. You should consult a tax advisor if you believe that you are self-employed. Your status is very important in determining your rights and responsibilities under the TDRA.**

To begin making Pre-Tax Contributions to an Account, you must complete and return a Salary Contribution Agreement to your Employer. Your election on your Salary Contribution Agreement will be effective as soon as administratively practicable after the date specified in your Agreement or, if later, the date that your Agreement is received by your Employer.

Your Employer may make Employer Contributions to an Account on your behalf,

effective as of the date determined by your Employer.

### **B. Notification and Forms.**

Participation in the TDRA is voluntary. Your Employer will notify you when you are eligible to participate in the TDRA. You must complete all forms required by Pension Fund to participate in the TDRA, and you will not become a Member until Pension Fund receives both the completed forms and an initial contribution.

### **C. End of Participation.**

You will cease to be a Member when your entire Account under the TDRA is distributed.

## **CONTRIBUTIONS**

### **A. Pre-Tax Contributions.**

You may elect to make Pre-Tax Contributions of a specified whole dollar amount or percentage from your Compensation each pay period. Pension Fund may establish a minimum amount of Pre-Tax Contributions that must be elected in order to participate in the TDRA.

Your Pre-Tax Contributions will reduce the Compensation that would otherwise be paid to you. The portion of your Compensation that you contribute to the TDRA is not subject to income tax for the year in which you contribute it, but (except with respect to Ministers) it is subject to FICA.

**Example:** Assume your Compensation for the year is \$25,000 and you elect to make Pre-Tax Contributions equal to 6% of your Compensation each pay period, or \$1,500 (6% x \$25,000 = \$1,500) for the year.

Total Compensation:	\$25,000
Less Pre-Tax Contributions:	\$ <u>1,500</u>
W-2 Income (for income taxes):	\$ <u>23,500</u>

**Changing or Discontinuing Your Pre-Tax Contribution Election.** You may change or discontinue your election to make Pre-Tax Contributions by completing a new Salary Contribution Agreement at any time. Your election will be effective as soon as administratively practicable after the date specified in your Agreement or, if later, the date that your Agreement is received by your Employer. Requests to change or discontinue Pre-Tax Contributions cannot be made retroactively.

**Pre-Tax Contribution Account.** Your Pre-Tax Contributions are allocated to your Pre-Tax Contribution Account.

## **B. Pre-Tax Contribution Limits.**

**General Dollar Limit.** Federal law limits the amount of Pre-Tax Contributions you may make to the TDRA and to all other 403(b) plans and 401(k) plans in which you participate each year. For 2018, the general dollar limit is \$18,500. The IRS adjusts the Pre-Tax Contribution limit periodically for increases in the cost-of-living. Contact Pension Fund for information on limit increases after 2018.

**15 Years of Service Catch-Up.** If you have elected to make the maximum Pre-Tax Contributions under the general dollar limit for a year (\$18,500 for 2018) and you have completed at least 15 years of service with your Employer, you may elect to make catch-up Pre-Tax Contributions of up to \$3,000 for the year. The actual amount of the 15 year of service catch-up available to you depends on your total years of service with your Employer and the total amount of Pre-Tax Contributions that you have made to the TDRA or any other 403(b) plan sponsored by your Employer. Additionally, your 15 years of service catch-up contributions are limited to a total of \$15,000 during your lifetime to the TDRA or any other 403(b) plan sponsored by your Employer. If your Employer is a church, your years of service with any related churches or organizations and the total amount of Pre-Tax Contributions and 15 years of service catch-up

contributions made to the TDRA or any other 403(b) plan sponsored by any related churches organizations will be taken into account. Contact Pension Fund for more information on the 15 years of service catch-up.

**If you are eligible for the 15 years of service catch-up, you must use that limit first before making an age 50 catch-up contribution.**

**Age 50 Catch-Up.** If you have elected to make the maximum Pre-Tax Contributions under both the general dollar limit for a year (\$18,500 for 2018) and the 15 years of service catch-up, if applicable, and you have reached age 50 (or will reach age 50 by the end of the calendar year), you may elect to make a catch-up Pre-Tax Contribution for the Plan Year up to a specified dollar limit. For 2018, the age 50 catch-up limit is \$6,000. The IRS adjusts the age 50 catch-up limit periodically for increases in the cost-of-living. Contact Pension Fund for information on limit increases after 2018.

The age 50 catch-up limit applies to all 403(b) and 401(k) plans in which you participate. The catch-up contribution you can make to the TDRA may be reduced or limited by the amount of catch-up contributions that you make in the same calendar year to a plan sponsored by another employer. Contact Pension Fund for more information.

**Example:** Assume you are a 54 year old Minister and your Compensation for the year is \$30,000 plus a housing allowance of \$10,000. You want to maximize your contributions. You could elect to make Pre-Tax Contributions of up to \$24,500 to the TDRA in 2018 (\$18,500 plus \$6,000 age 50 catch-up).

**Excess Pre-Tax Contributions.** If your Pre-Tax Contributions made to the TDRA plus your salary deferrals to any other defined contribution retirement plan exceed the applicable contribution limit, you must notify

Pension Fund no later than March 15 following the year in which the excess Pre-Tax Contributions were made. Pension Fund will then distribute the excess plus earnings to you by April 15 of that year.

**WARNING: Member dues paid on a pre-tax basis to the Pension Plan must be aggregated with your Pre-Tax Contributions to the TDRA in applying the applicable limits. Employer dues and member dues paid on an after-tax basis are not aggregated with your Pre-Tax Contributions to the TDRA in applying the applicable limits.**

### C. Employer Contributions.

If you are eligible for Employer Contributions, your Employer will make Employer Contributions on your behalf each Plan Year equal to a specified dollar amount or percentage of your Compensation as determined by your Employer.

**Example 1:** Assume your Compensation is \$40,000, and you do not choose to make Pre-Tax Contributions to the TDRA. Your Employer has agreed to make an Employer Contribution to the TDRA equal to 10% of your Compensation, or \$4,000 (10% x \$40,000 = \$4,000) for the year.

**Example 2:** Assume the same facts as in Example 1, but in addition you choose to make Pre-Tax Contributions equal to 5% of your Compensation, or \$2,000 (5% x \$40,000 = \$2,000), for the year.

Total Compensation:	\$40,000
Less Pre-Tax Contributions:	<u>\$ 2,000</u>
W-2 Income (for income taxes):	<u>\$38,000</u>

Your Employer will also make an Employer Contribution equal to 10% of your Compensation each pay period, or \$4,000 (10% x \$40,000 = \$4,000) for the year. Total contributions to the TDRA on your behalf will equal \$6,000 for the year.

**Employer Contribution Account.** Employer Contributions made on your behalf are allocated to your Employer Contribution Account.

### D. Rollover Contributions.

You may request to make a Rollover Contribution to the TDRA of a distribution from an "eligible retirement plan". For this purpose, an eligible retirement plan is any of the following types of plans:

- 401(a) or 403(a) qualified plan,
- 403(b) plan,
- 457(b) plan of a governmental entity, or
- eligible individual retirement account or annuity (IRA)

Except for IRAs, a Rollover Contribution can be made directly from the trustee or custodian of the eligible retirement plan to Pension Fund. You may also roll over a distribution you already received from an eligible retirement plan, including an IRA, as long as the Rollover Contribution is made within 60 days after the date you received the distribution. You may be eligible to roll over a distribution from an eligible retirement plan or IRA *after* the 60 day deadline if you submit a Certification for Late Rollover Contribution Form to Pension Fund certifying that the reason for the late contribution qualifies you for a waiver of the 60 day deadline.

Pension Fund must determine that the rollover satisfies all applicable requirements of the Code.

**Rollover Contribution Account.** A Rollover Contribution will be allocated to your Rollover Contribution Account.

### LIMITATIONS ON CONTRIBUTIONS AND OTHER ADDITIONS

#### A. General Limit.

Federal law limits the total amount of contributions that may be contributed to the TDRA on your behalf each year. The total



amount contributed cannot exceed the lesser of 100% of your compensation for the year or, for 2018, \$55,000. The IRS adjusts the contribution limit periodically for increases in the cost-of-living. Contact Pension Fund for information on limit increases after 2018.

The total contribution limit takes into account both your Pre-Tax Contributions and Employer Contributions. However, age 50 catch-up contributions are not taken into account in applying this limit.

## **B. Special Limits.**

If you are employed by an Employer that is a church or a related organization, then contributions to the TDRA will not be treated as exceeding the general limit on total contributions if the contributions do not exceed \$10,000 for a Plan Year, or \$40,000 for the Member's lifetime. In other words, contributions are not limited by your Compensation for the year under this special limit.

If you are employed by an Employer that is a church or a related organization, you are performing services outside of the United States, and your adjusted gross income is equal to or less than \$17,000, then contributions to the TDRA will not be treated as exceeding the general limit on total contributions if the contributions do not exceed \$3,000 for a Plan Year.

## **VESTING**

You are always 100% Vested in your Accounts under the TDRA, unless your Employer has adopted a Vesting schedule in its Participation Agreement with Pension Fund. Contact Pension Fund or your Employer for more information.

## **INVESTMENTS**

### **A. Exclusive Benefit.**

It will be impossible, prior to the satisfaction of all liabilities with respect to the Members and

their beneficiaries, for any part of the assets and income of an Account to be used for, or diverted to, purposes other than for the exclusive benefit of the Members and their beneficiaries.

### **B. Earnings Rate.**

Each Account will be credited with a base interest rate determined by Pension Fund and a Good Experience Credit, if any, designated from time to time by the Board.

The base interest rate is determined by Pension Fund for the six month period beginning on January 1 and on July 1, prior to the start of that period. The base interest rate is credited at the end of each calendar quarter, and is compounded daily. Pension Fund has adopted policies which utilize indices based upon average short and intermediate term fixed income investment rates to guide decisions in establishing the base interest rate. By policy, the base interest rate may not be lower than 3.0% nor greater than 6.0%.

Because the TDRA is subject to market risk, the Board has enacted policies governing the maintenance of reserves which it deems adequate to protect against periodic market fluctuations. Funds in excess of the established reserve policy are available for Good Experience Credit allocation at the discretion of the Board.

If a Good Experience Credit is declared by the Board, the Good Experience Credit is calculated on the average daily balance of the Account for the calendar year and credited on March 31 of the subsequent year.

Accounts closed during the calendar year are not eligible for a Good Experience Credit. Because Accounts that are being paid in an annuity form of benefit are eligible for Special Apportionments, they are not eligible for a Good Experience Credit.

<b>History of Base Interest Rate and Good Experience Credits</b>			
<b>Year Paid</b>	<b>Base Interest Rate</b>	<b>Good Experience Credit</b>	<b>Total Return*</b>
2006	3.50%	7.89%	<b>11.39%</b>
2007	4.50%	2.95%	<b>7.45%</b>
2008	4.25%	0.00%	<b>4.25%</b>
2009	3.75%	0.00%	<b>3.75%</b>
2010	3.50%	1.80%	<b>5.30%</b>
2011	3.63%	0.00%	<b>3.63%</b>
2012	3.00%	3.40%	<b>6.40%</b>
2013	3.25%	8.50%	<b>11.75%</b>
2014	3.50%	3.50%	<b>7.00%</b>
2015	3.50%	0.00%	<b>3.50%</b>
2016	3.50%	0.50%	<b>4.00%</b>
2017	3.50%	10.50%	<b>14.00%</b>

**\*The total return for a calendar year reflects the sum of the average of the base interest rate for the year and the Good Experience Credit for the year.**

- you have a Severance from Employment,
- you attain age 59½,
- you die, or
- you become Disabled.

You may also request a distribution of your Rollover Contribution Account at any time.

**Housing Allowance.** If you are a Minister, you can request that a portion of your distribution or annuity payments be designated as housing allowance each year. Contact Pension Fund for more information.

**Payment Options.** You may elect to receive distributions from your Accounts in any form of payment option offered by the TDRA. Forms of payment options include the following:

<b>Forms of Payment Options</b>
<u>Lump sum</u> : A distribution of a portion or all of your Account Balance.
<u>Single life annuity</u> : A level monthly benefit to you for your life, with no survivor benefit after your death.
<u>50% joint and survivor annuity</u> : A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your beneficiary for his or her life equal to 50% of the monthly benefit payable during your life.
<u>100% joint and survivor annuity</u> : A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your beneficiary for his or her life equal to 100% of the monthly benefit payable during your life.
<u>Single life annuity with 10 years certain</u> : A reduced level monthly benefit to you for your life. If you die before 120 monthly payments have been made, your beneficiary will continue to receive the same monthly benefit until a total of 120 monthly payments have been made.

## **ACCOUNTING**

### **A. Member Accounts.**

For accounting purposes, Pension Fund maintains records to reflect the Accounts of each Member.

### **B. Statements.**

You will receive quarterly statements from Pension Fund. The statement will show the activity and balance of your Accounts for that quarter. You should review these statements and contact Pension Fund if you have questions.

## **BENEFITS**

### **A. Distributions.**

You may request a distribution of your Accounts under the TDRA only if you satisfy one of the following requirements:

## Forms of Payment Options

**Installments:** A series of payments to you in a fixed amount designated by you, paid over a fixed amount of time. The sum of the payments to you equal your Account Balance.

Annuities are backed by the TDRA reserves. The Board has established reserve policies to attempt to ensure continuous full funding of TDRA Accounts and annuities. The policies provide that annuities may be granted Special Apportionments from time to time when investment returns provide sufficient resources to fully fund increases in annuity payments.

**Automatic Cash-Out of Small Benefits.** If your Account Balance does not exceed \$1,000, Pension Fund can, in its discretion, automatically pay the Account as a lump sum payment as soon as administratively feasible after your Severance from Employment.

**Death Benefit.** If you die *before* distribution of your Accounts begins, your beneficiary will receive the balance in your Accounts.

If you die *after* distribution of your Accounts begin, any remaining Account Balance distributed to your beneficiary will be determined by the form of payment you elected prior to your death. Under some forms of payment options, your beneficiary may elect to receive a lump sum payment (or Pension Fund may in its discretion pay the present value of the benefit in a lump sum payment) or another form of payment option available under the TDRA. However, if your benefit is being paid in the form of an annuity, any remaining payments will be made under the terms of the annuity.

## B. Beneficiaries.

You may designate on the form provided by Pension Fund one or more primary and contingent beneficiaries to receive any portion of your TDRA payable upon your death. Your beneficiary may be a person, institution, trustee,

trust, tax-exempt charitable religious organization, or estate.

**IMPORTANT: You should keep a current beneficiary designation form on file with Pension Fund.**

You may revoke or change your beneficiary designation by completing a new beneficiary designation form and giving your completed form to Pension Fund.

If you do not elect a beneficiary, or if your named beneficiary dies before you die, benefits will be paid to your Spouse. If your Spouse is not living when you die, benefits will be paid to your estate.

If your beneficiary is your Spouse, your Spouse may name his or her own beneficiary to receive any benefits remaining after your Spouse's death. If your beneficiary is someone other than your Spouse, any benefits remaining after your beneficiary's death will be paid to the beneficiary's estate.

## C. Required Minimum Distributions.

Federal law requires you and/or your beneficiaries to begin receiving a minimum amount of your benefits annually by a certain date. Pension Fund will calculate the amounts required to be distributed to you or your beneficiary(ies) and notify you or your beneficiary(ies) prior to the date that distributions must begin. The payment of benefits under this rule is important to avoid a 50% excise tax on the difference between the required distribution and the amount actually distributed to you or your beneficiary(ies).

### Required Payments During Your Lifetime.

Distribution of your Accounts must begin no later than April 1 of the calendar year following the *later of* the calendar year in which you turn age 70½, or the calendar year in which you have a Severance from Employment. A minimum distribution is then required each year for your lifetime, although you may elect

to receive distributions more frequently and in greater amounts than what is required.

**Required Payments After Your Death.** Your beneficiary(ies) must begin receiving distribution of your Accounts by December 31 of the calendar year following the year of your death, except that if your beneficiary is your Spouse, distributions are not required until December 31 of the calendar year you would have turned age 70½, if later. The period over which payments are required will depend on who is designated as your beneficiary. Your beneficiary may elect to receive distributions more frequently and in greater amounts than what it is required.

### FINANCIAL HARDSHIP

You may request a distribution from your Pre-Tax Contribution Account while you are still employed by your Employer if you suffer a financial hardship with no other available financial resources. The amount of the hardship distribution cannot exceed your Pre-Tax Contributions (not including earnings) invested in the TDRA. You may request only one hardship distribution every six months.

**Employer Contributions are not eligible for hardship distributions. You may take a distribution of your Employer Contributions for any reason when you have a Severance from Employment, attain age 59½, or become disabled.**

Hardship distributions are subject to income taxes and, if you are under age 59½, will be subject to an additional 10% excise tax.

You must make your hardship distribution request on the form provided by Pension Fund. Pension Fund will determine on a nondiscriminatory basis whether you qualify for a hardship distribution. Your request will be approved only if it satisfies all the requirements of the TDRA.

A distribution for reason of financial hardship must be on account of:

- (1) medical expenses incurred by you, your Spouse, your beneficiary, or your dependents that would be deductible (determined without regard to whether the expenses exceed 7.5% of your adjusted gross income); or
- (2) purchase (excluding mortgage payments) of your principal residence; or
- (3) payment of tuition, room and board, and related educational fees for up to the next 12 months of post-secondary education for you, your Spouse, your beneficiary, or your dependents; or
- (4) payments to prevent the eviction from your principal residence or foreclosure on the mortgage of your principal residence; or
- (5) payments for burial or funeral expenses for your deceased parent, Spouse, beneficiary, or dependent; or
- (6) expenses for the repair of damage to your principal residence that would qualify for the casualty deduction (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (7) such other financial circumstances as declared by the Commissioner of the Internal Revenue Service to constitute financial hardship.

A distribution for reason of financial hardship must also satisfy all of the following requirements:

- the requested hardship distribution is necessary in light of your immediate and heavy financial need;
- the amount of the requested distribution cannot exceed the amount required to

meet the financial need created by the hardship, including any amounts necessary to pay any federal, state, or local taxes or penalties reasonably anticipated to result from the distribution; and

- you have obtained all distributions, other than hardship and unforeseeable emergency distributions, and all nontaxable loans currently available under all plans maintained by your Employer.

Your Pre-Tax Contributions and any elective contributions or employee contributions under any other plan maintained by your Employer, except for employee contributions under a health or welfare benefit plan, will be suspended for six months after you receive a hardship distribution.

Your request for a distribution must specify the reason of the financial hardship and the amount you wish distributed to meet the financial hardship.

Pension Fund will determine whether a financial hardship exists, and its determination will be final and conclusive. In making this determination, Pension Fund will require you to substantiate the reason and the amount of the financial hardship. If Pension Fund requires further information in order to determine whether financial hardship exists, it may request this information.

## **PAYMENTS THAT CAN BE ROLLED OVER**

### **A. Eligible Rollover Distribution.**

Some payments from the TDRA will be "eligible rollover distributions" that can be rolled over to an "eligible retirement plan". An eligible retirement plan includes the following types of plans:

- 401(a) or 403(a) qualified plan,
- 403(b) plan,

- 457(b) plan of a governmental entity,
- individual retirement account or annuity (IRA), or
- Roth individual retirement account (Roth IRA).

By electing to roll over your eligible rollover distribution to an eligible retirement plan, you may generally defer paying income taxes on the distribution (and avoid any early withdrawal tax) until you actually receive a distribution at a later date. If you roll over your eligible rollover distribution to a Roth IRA, the distribution will be taxed, but if you meet certain holding requirements, earnings after the roll over will not be taxed when later distributed from the Roth IRA. The early withdrawal tax will also not apply if you meet the holding requirements.

Pension Fund will be able to tell you what portion, if any, of your payment is an "eligible rollover distribution". Generally, lump sum payments and installment payments made to you for a period of less than 10 years are "eligible rollover distributions" and can be rolled over. Hardship distributions, annuity payments, and required minimum distributions made to you after you reach age 70½ (or, if later, your Severance from Employment), are not "eligible rollover distributions" and cannot be rolled over.

Pension Fund will provide you with a written explanation of the income tax consequences of receiving an "eligible rollover distribution" at least 30 days and not more than 180 days before you receive a distribution, unless you waive the 30-day notice.

A payment from the TDRA that is an "eligible rollover distribution" can be taken in the following ways. You can elect:

- to have all of your payment paid in a "direct rollover" (see below),
- to have all of your payment paid to you (see below),

- to have part of your "eligible rollover distribution" paid to you and part rolled over to an eligible retirement plan.

## **B. Direct Rollover.**

A direct rollover is the payment of your "eligible rollover distribution" from the TDRA directly to an IRA or an eligible employer plan that is able to accept the direct rollover payment on your behalf. If you go to a new employer and your new employer's plan does not accept rollovers, you can choose a direct rollover to an IRA. If you do not have an IRA, you can open an IRA to receive the direct rollover.

If you choose a direct rollover, Pension Fund will send the direct rollover payment on your behalf to your IRA or, if you choose, to another eligible employer plan that accepts your rollover. You must furnish Pension Fund with the name of the recipient plan, the required documentation completed by that the recipient plan that is an eligible retirement plan which is able to accept a rollover on your behalf, and provide any other information that is necessary to permit Pension Fund to accomplish the direct rollover. Pension Fund will rely on the information you provide; therefore, any inaccurate information may subject your distribution to adverse income tax consequences.

## **C. Payment Made to You.**

If you choose to have your "eligible rollover distribution" paid to you, Pension Fund is required by federal law to withhold 20% from your distribution to be applied against your federal income tax liability for the year.

Even if you have an "eligible rollover distribution" paid to you, you can still roll over all or part of it to an IRA or an eligible employer plan that accepts rollovers, provided that you roll it over within 60 days of payment. You may be eligible to roll over a distribution from the TDRA after the 60 day deadline if you submit a certification to the new IRA or

eligible employer plan trustee and the reason for the late rollover qualifies you for a waiver of the 60 day deadline. Unless you roll over the distribution to a Roth IRA, the portion that you roll over is not taxed until distributed from the IRA or the eligible employer plan, but 20% will still be withheld.

## **D. Payments That Cannot Be Rolled Over.**

The 20% mandatory withholding rules apply only to payments that can be rolled over. If your distribution cannot be rolled over, it will be taxed in the year received, and will be subject to federal income tax withholding unless you (or your beneficiary) elect not to have withholding apply. You must complete an IRS form to elect out of withholding.

## **E. Special Rules for Surviving Spouses, Alternate Payees, and Non-Spouse Beneficiaries.**

The rules summarized above apply to Employees. In general, these rules also apply to payments to surviving Spouses of Employees, and to Spouses or former Spouses who are Alternate Payees. You are an Alternate Payee if your interest in the TDRA results from a "qualified domestic relations order". Additionally, these rules generally apply to non-Spouse beneficiaries, except that payments can be rolled over only to an IRA.

**The rules governing the taxation of distributions from the TDRA and tax-free rollovers can be complicated. We suggest that you consult with a financial or tax advisor before requesting a distribution from the TDRA. You can find more information about the tax treatment of TDRA distributions in IRS Publication 575, Pension and Annuity Income and IRS Publication 590, Individual Retirement Arrangements. These publications are available from your local IRS office, on the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORMS.**

## **MILITARY SERVICE**

In the event you are rehired following a period of qualified military service (as defined in USERRA) you will be entitled to make Pre-Tax Contributions to the TDRA from your current earnings attributable to the period of time such contributions were not otherwise allowable due to military service. These Pre-Tax Contributions will be in addition to other contributions permitted under the TDRA, and will be made as permitted under the TDRA and Code Section 414(u).

These additional Pre-Tax Contributions will be based on the amount of Compensation you would have received from your Employer had it not been for your military service, and will be subject to the TDRA's terms and conditions in effect during your period of military service. Pre-Tax Contributions may be made during the period that begins upon reemployment and extends for five years or your period of military service multiplied by three (whichever is less).

Employer Contributions will be made in accordance with the terms and conditions of the TDRA and Code Section 414(u).

To be eligible for these benefits, before leaving for military service, you are generally required to give your Employer advance notice that you are leaving the job for service in the Uniformed Services. When you return from military service, you must timely submit an application for reemployment with your Employer and request information regarding your reemployment rights. Time limits for returning to work will depend on the length of time of your military service. Contact Pension Fund for additional information.

## **ADMINISTRATION OF THE TDRA**

### **A. Administrator.**

Pension Fund has the authority to control and manage the operation and administration of the TDRA. Benefits under the TDRA will be paid only if Pension Fund, in its sole discretion, decides that the applicant is entitled to them.

Pension Fund has the power and authority to determine all questions of law or fact that may arise as to eligibility, benefits, status, and rights of any person claiming benefits or rights under the TDRA, to construe and interpret the TDRA consistent with the Code, and to correct any defect, supply any omissions, or reconcile any inconsistencies in the TDRA.

### **B. Claims Procedure.**

You or your beneficiary may file a claim for benefits with Pension Fund.

**Denial of Claims.** If the claim is denied, in whole or in part, then Pension Fund may give you or your beneficiary a written notice, within a reasonable period of time, explaining the specific reasons for the denial; identifying the TDRA document sections on which the denial is based; describing additional material necessary to perfect the claim, explaining why the material or information is necessary; and explaining the review procedure. If Pension Fund does not provide a written explanation, the claim will be deemed denied.

**Appeal of Denial of Claim.** If Pension Fund's determination to deny the claim is not acceptable to you or your beneficiary, an appeal for benefits may be filed with Pension Fund. This appeal must be in writing and filed within a reasonable period of time from the date of the determination by Pension Fund. If you do not file an appeal within a reasonable period of time, the decision of Pension Fund will be final. When reviewing an appeal, all information submitted by you will be considered, regardless of whether it was submitted in the initial determination.

Pension Fund will make a determination as to any claim for benefits within a reasonable period of time of receiving the appeal without regard to whether all information needed to make a determination is included with the appeal.

If Pension Fund denies your appeal as to any claim, you will receive a statement explaining

the specific reason for the denial. The decision will be in writing and will be final and binding on you and all other parties involved and afforded the maximum deference under the law.

For more details on the claims procedures, contact Pension Fund.

## **NONALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS**

### **A. Nonalienation of Benefits.**

Except as discussed below, your Account under the TDRA, prior to your actual receipt, will not be subject to any debt, liability, contract, engagement, or tort, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or other legal or equitable process.

### **B. Tax Levy.**

Your benefits may be reduced to the extent permitted under federal law to satisfy your liability under a levy issued by the Internal Revenue Service or that is sought to be collected by the United States government under a judgment resulting from an unpaid tax assessment against you.

### **C. Domestic Relations Orders.**

A "domestic relations order" is a court order that obligates you to pay child support, alimony payments, or otherwise allocate a portion of your Account to your Spouse, former Spouse, child or other dependent (collectively known as "Alternate Payees").

If your Employer receives a domestic relations order, your Employer may be required by law to recognize obligations you incur as a result of the order if the order is determined to be "qualified".

If the domestic relations order is determined to be qualified, the TDRA will make a distribution to an Alternate Payee under the qualified domestic relations order ("QDRO")

regardless of whether you are eligible for a distribution, if directed to do so by the QDRO.

You may request written QDRO procedures from Pension Fund for more information regarding domestic relations orders.

## **PLAN EXPENSES**

Plan expenses will generally be paid from the Trust, but expenses specific to a Member, such as wire transfer charges or domestic relation order qualifications, may be charged to the Member in the discretion of Pension Fund.

## **AMENDMENT OR TERMINATION OF TDRA OR DCRA**

It is expected that the TDRA and DCRA will continue indefinitely, but the Board has reserved the right to change, modify, or discontinue the TDRA and/or DCRA at any time. However, no change may decrease the benefits already earned by you or violate any provisions of the Code.

## **WHAT GENERAL INFORMATION ABOUT THE TDRA SHOULD I KNOW?**

### **A. Name of Plan.**

The TDRA is a benefit under the "Defined Contribution Retirement Accounts of the Pension Fund of the Christian Church (Disciples of Christ)".

### **B. Type of Plan.**

The TDRA is a defined contribution plan designed to satisfy the requirements of and have tax favored status under Code Section 403(b)(9).

### **C. Effective Date.**

The TDRA was most recently amended and restated in its entirety effective January 1, 2017.



## D. Administrator.

The Administrator for the TDRA is:

Pension Fund of the Christian Church  
(Disciples of Christ)  
1099 North Meridian Street  
Suite 700  
Indianapolis, IN 46204

Service of legal process may be made on Pension Fund at the above address.

## E. Plan Year.

Records of the TDRA generally are maintained on the 12-month period from January 1 to December 31.

## F. Source of Financing.

The TDRA is funded through contributions made by you and your Employer in amounts determined by your Employer in accordance with the TDRA. Contributions earn a base interest rate plus a Good Experience Credit, if any.

## RISKS

1. TDRA Accounts are unsecured obligations of Pension Fund and reserve funds that are held by Pension Fund in trust for the TDRA. Reserves created for other programs of Pension Fund, including but not limited to reserves of the Pension Plan, the Pension Plan for Puerto Rico Residents, the Traditional IRA and Roth IRA programs, and the Christian Church Health Care Benefit Trust, are held in separate trusts and are independent of the financial structure of the TDRA.
2. TDRA Accounts are administered under Code Section 403(b), which places extensive restrictions on the distribution of funds prior to age 59½, except in the event of financial hardship. Therefore, you should view the participation in the TDRA as a long term investment.
3. Although Pension Fund strives to maintain reserves in the trust believed to be adequate to pay all TDRA accounts at any time, market fluctuations and investment decisions could impact the trust's ability to pay all benefits. Further, market fluctuations could negatively impact the level of Good Experience Credits, or cause the Board to forego declaring a Good Experience Credit for any given year.
4. Changes in federal laws, rules or regulations regarding 403(b) accounts may affect the availability to participate in such accounts, their expected returns, and distribution provisions, which could make it more difficult or costly to offer such tax-deferred investments to Members.
5. TDRA assets are commingled for investment purposes with Pension Plan assets, Pension Plan for Puerto Rico Residents assets, and Traditional IRA and Roth IRA assets. Funds from these programs are invested based upon established investment policies and asset allocation decisions of the Board. Currently, funds are invested in an asset mix of approximately 55% equities, 25% fixed income, and 20% alternative investments, utilizing a number of independent investment managers. Administrative expenses, expected to be in the range of 50 to 100 basis points, are charged to the earnings of the trust prior to consideration of any Good Experience Credit.

**The accounts maintained to manage and hold the assets for the DCRA and interests for the DCRA are not subject to registration, regulation, or reporting under the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Securities Act of 1933, the Securities Exchange Act of 1934, Title 15 of the United States Code, or States' Securities Laws. Members in the TDRA, therefore, will not be afforded the protections of those provisions.**

**Unlike federally insured bank deposits, contributions to the DCRA are not insured or guaranteed by an agency of the United States Government (including FDIC), or any state of the United States.**