THE PRESBYTERIAN CHURCH OF AOTEAROA NEW ZEALAND

BENEFICIARY FUND CONSOLIDATED TRUST DEED including DEFINED BENEFIT SECTION REGULATIONS and COMPLYING SECTION REGULATIONS

(Effective from 1 January 2009)

Registered Charity: CC24301

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THIS DEED is made 27th day of November 2008

BY **THE PRESBYTERIAN CHURCH PROPERTY TRUSTEES** ("the Trustees")

BACKGROUND

A. The Trustees are the trustees of The Presbyterian Church of Aotearoa New Zealand Beneficiary Fund ("the Fund") a defined benefit scheme established by The Presbyterian Church of Aotearoa New Zealand ("the Church") for the benefit of its ministers and their dependants.

B. The Beneficiary Fund is registered as a superannuation scheme under the Superannuation Schemes Act 1989 and is governed by a trust deed dated 29 November 2001 ("the Old Deed") to which are annexed the Beneficiary Fund Regulations.

C. The Trustees now wish to amend the Old Deed so as to:

(i) introduce an additional Section which is capable of becoming a Complying Fund as defined under section RD66 of the Income Tax Act 2007 to be known as the Complying Section of the Beneficiary Fund ("the Complying Section"); and

(ii) amend various provisions of the Beneficiary Fund Regulations to be known henceforth as the Defined Benefit Section of the Beneficiary Fund ("the Defined Benefit Section")

D. This Deed is intended to govern both the Defined Benefit Section and the Complying Section.

E. These changes have been approved by the General Assembly of the Church and are embodied in this Deed and the Regulations annexed to it.

NOW THIS DEED witnesses that from the Effective Date:

1. The Old Deed (including the Regulations annexed) shall be rescinded in its entirety and both the Defined Benefit Section and the Complying Section shall be governed by this Trust Deed and Regulations; and

2. This Deed shall constitute "The Presbyterian Church of Aotearoa New Zealand Beneficiary Fund" governing both the Defined Benefit Section and the Complying Section with the Deed comprising:

   2.1 Part A containing provisions generally applicable to both Sections;

   2.2 Part B containing the Defined Benefit Section Regulations;

   2.3 Part C containing the Defined Benefit Section Regulations applicable to New Members;

   2.4 Part D containing the Complying Section Regulations; and

   2.5 Part E containing the Complying Section Rules.

3. Existing Members shall remain as Members of the Defined Benefit Section as governed by Part B, but may elect to join the Complying Section in accordance with Regulation B20. New Members shall join both the Defined Benefit Section as governed by Part C and the Complying Section as governed by Parts D and E.

PART A

PROVISIONS APPLICABLE TO BOTH THE DEFINED BENEFIT SECTION AND THE COMPLYING SECTION

A1. DEFINITIONS AND INTERPRETATION

A1.1 (a) Headings and marginal notes are for convenience only and shall be deemed not to be part of this Deed and shall not affect the interpretation hereof.

(b) In this Deed where the context permits words importing the singular shall include the plural and vice-versa and words importing the masculine shall include the feminine in each case unless a contrary intention appears.

(c) Any reference to a statute (or to any particular part or section of a statute) shall include a reference to any subsequent statutory modification or re-enactment thereof and regulations made thereunder.

(d) All references to a party to this Deed shall in each case include a reference to the executors, administrators, successors and assigns of such party.

A1.2 In this Deed the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Accumulation" in respect of a Member means the sum of the Member's Complying Fund Member Account, Complying Fund Employer Account and Complying Fund Tax Benefit Account as established under the Complying Section Regulations and Rules.

"Act" means the Superannuation Schemes Act 1989.

"Actuary" means a person who is a Fellow of the New Zealand Society of Actuaries, and who has been appointed by the Trustees to provide actuarial services to the Fund.

"Administration Manager" means the person or company (if any) to whom the Trustees have contracted some or all of the administration of the Fund.

"Annuitant" means a Member as described in Regulation B1.1(d) (subject to Regulation B8.4(a)).

"Assembly" and **"General Assembly"** means the General Assembly of the Church.

"Assessment" shall mean the contribution payable by each parish or Employer in terms of the Clause A15 as determined by the Trustees.

"Auditor" means a chartered accountant (within the meaning of section 10 of the Institute of Chartered Accountants of New Zealand Act 1996).

"Basic Stipend" means the annual basic stipend for Ministers as approved by the General Assembly from time to time.

"Beneficiary" means any Member or other person either presently or contingently entitled to any benefit from the Fund, but excluding any guardian who is receiving benefits for the care of children in accordance with Regulation B8.5.

"Benefit Proportion" in relation to a Member means the proportion of benefit to which the Member shall be entitled as described in Regulation B2.

"Church" means The Presbyterian Church of Aotearoa New Zealand.

"Commissioner" means the Commissioner of Inland Revenue.

"Committee" means the Beneficiary Fund Committee appointed by the General Assembly of the Church.

"Complying Section" means the Complying Section described in Part D of this Deed

"Complying Fund Member Account" means the account established for each Member of the Complying Section under Regulation D3.1.

"Complying Fund Employer Account" means the account established for each Member of the Complying Section under Regulation D3.2.

"Complying Fund Tax Benefit Account" means the account established for each Member of the Complying Section under Regulation D3.3.

"Complying Section Regulations" means the regulations contained in Part D of this Deed.

"Complying Section Rules" means rules that are included as Part E of this Deed.

"Contributing Member" means a Member who contributes to the Fund.

"Crown Contribution" means either:

(a) the contribution made by the Crown under section 226 of the KiwiSaver Act; or

(b) the amount of tax credit under section MK1 of the Income Tax Act 2007 that is treated as a Crown contribution for a Member under section MK5(2) of that Act.

"Deed" means this deed as amended from time to time and includes (unless the context requires otherwise) the Regulations and the Complying Section Rules.

"Deferred Pensioner" means a Member as described in Regulation B1.1(c).

"Defined Benefit Section" means the Section which provides benefits in defined benefit form and which are described in Parts B and C of this Deed.

"Defined Benefit Regulations" mean the regulations contained in Parts B and C of this Deed.

"Dependent Child" means a child who:

(a) is financially dependent on a Member;

(b) is not in full time employment; and

(c) has not reached the age of 20 years, except in the case of Special Needs children who are over the age of 20 years.

"Disablement" means physical or mental disablement whether caused by illness or accident as determined by the Committee on the advice of its Medical Panel.

"Effective Date" means 1 January 2009.

"Employer" means, for the purposes of Part D and E of this Deed, the Church or the employer of a Member.

"End Payment Date" has the meaning set out in Rule E3.2.

"Existing Member" means a Member of the Defined Benefit Section on the Effective Date.

"Frozen Member" means a Member as described in Regulation B1.1 (b).

"Fund" means the "The Presbyterian Church of Aotearoa New Zealand Beneficiary Fund" and where the context admits means the assets of either or both of the Defined Benefit Section and the Complying Section.

"Governing Legislation" means the KiwiSaver Act and the Superannuation Schemes Act 1989 and where the context so requires the Trustee Act 1958 and the Securities Act 1978 and any other applicable statutes or regulations.

"Governing Requirements" means the Governing Legislation and the provisions of this Deed.

"Investment Manager" means a person or company (if any) to whom the Trustees have contracted the investment of some or all of the money of the Fund.

"Kindred Service" means employment of a Minister with either:

(a) an organisation in which the Church has official representation through appointment by Church courts, or

(b) an organisation which the Church supports but on which it has no official representation,

for so long as such employment shall retain the approval of the Committee under Regulation B1.5.

"KiwiSaver Act" means the KiwiSaver Act 2006.

"KiwiSaver Rules" means the rules contained in the KiwiSaver Act (as amended from time to time).

"KiwiSaver Scheme" means a KiwiSaver scheme registered under the KiwiSaver Act.

"Medical Panel" means a group, which includes at least one registered medical practitioner, that has been appointed by the Committee to provide advice on benefits payable from the Fund.

"Member" means any person who is a member of the Fund in accordance with the Regulations.

"Member Tax Credit" means the amount of the tax credit under section MK1 of the Income Tax Act 2007.

"Minister" means an ordained minister of the Church.

"New Member" means any Minister who joins the Fund after the Effective Date.

"Presbytery" when referring to a Member, means the presbytery under whose jurisdiction the Member falls.

"Regulations" mean the regulations forming Parts B, C and D of this Deed and where the context so admits, includes the Complying Section Rules which form Part E of this Deed.

"Retire" when referring to a Member means to no longer receive a stipend or stipend related payment or to leave the service of an employing body in such circumstances as qualify the Member for a retirement benefit .

"Section" means either the Defined Benefit Section or the Complying Section.

"Special Needs" means the particular requirements or circumstances of children being the consequence of physical or mental disablement however caused as determined by the Committee on the advice of its Medical Panel.

"Spouse" means the legal husband or wife of a person.

"Total Disablement" means

(a) during the first year of benefit payments under Regulation B12.1 or Regulation C3.2 the Member's complete and continuous inability to engage in any work for which the Member is reasonably suited by education, training or experience as determined by the Committee after considering the advice of the Medical Panel; and

(b) during any subsequent period the Member's complete and continuous inability to engage in any work as determined by the Committee after considering the advice of the Medical Panel.

"Trustees" mean The Presbyterian Church Property Trustees, a body corporate under the provisions of The Presbyterian Church Property Act 1885 or such other trustees as may be appointed under clause A3 of this Deed.

A2. SECTIONS OF THE FUND

A2.1 There shall be a Section called the "Defined Benefit Section" which shall be managed by the Trustees. The Defined Benefit Section shall comprise two parts, one being applicable to Existing Members and one being applicable to New Members. Prior to the Effective Date, the Defined Benefit Section was governed by the Old Deed.

A2.2 From the Effective Date, there shall be established an additional Section, to be known as the Complying Section which shall also be managed by the Trustees.

A2.3 Subject to the other provisions of the Deed:

(a) The Committee shall administer both Sections of the Fund on behalf of the Trustees, and shall have the right to act at its discretion in any matters not specifically provided for in the Regulations, but consistent therewith, provided that such acts shall not override or contravene the provisions of the Governing Legislation. In particular, decisions relating to individual Members will be the responsibility of the Committee who will be accountable to the General Assembly through the Trustees.

(b) The Trustees will be responsible for the financial management of the Fund.

A2.4 The General Assembly shall be the sole judge in any dispute which may arise in connection with the administration of either Section.

A3. TRUSTEES

A3.1 Any appointment of a trustee or trustees shall be by direction of the General Assembly which shall provide for the appointment of replacement trustees in the event of the retirement of any trustee. The General Assembly may amend the number of trustees and direct the method of their appointment and retirement.

A4. INVESTMENT POWERS

A4.1 The Trustees shall have full power of investment of the Fund including authority to appoint one or more Investment Managers and to delegate to such manager the investment of all or any portion of the Fund and to authorise the holding of investments held for the Fund in the name of a nominee or a trustee on behalf of the Fund.

A5. INVESTMENT DUTY

A5.1 Subject to any limitations imposed in The Presbyterian Church Property Act 1885 and its amendments:

(a) All money belonging to the Fund and available for investment shall be invested in accordance with the provisions of the Trustee Act 1956 as to the investment of trust funds; and

(b) Notwithstanding anything to the contrary in section 13D(1) of the Trustee Act 1956, the Trustees and any Investment Manager of the Funds shall, in exercising the power of investment, exercise

the care, diligence and skill required of that person by section 13B or section 13C of that Act, as is applicable.

A6. POWER TO BORROW

A6.1 The Trustees may at any time and from time to time borrow and raise money for any of the purposes of the Fund and secure the repayment of money so borrowed and interest thereon by mortgage or charge over all or any of the assets of the relevant Sections and no lender shall be concerned to enquire as to whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of the money borrowed.

A7. ACCOUNTS AND AUDIT

A7.1 The Trustees shall ensure that:

(a) Proper books of account are kept in respect of both Sections;

(b) Annual accounts are prepared in respect of both Sections; and

(c) Those annual accounts are audited by an Auditor.

A7.2 The annual accounts need not be audited if:

(a) The Fund is fully managed by an Administration Manager that provides to the Government Actuary annual audited accounts in respect of its total business; and

(b) The Administration Manager has prepared annual accounts in respect of the Fund; and

(c) The Auditor of the Administration Manager certifies annually that adequate accounting systems, records, and methods of internal control are in place to ensure that the accounts prepared by the Administration Manager in respect of each scheme fully managed by the Administration Manager correctly present each scheme's financial affairs; and

(d) The Administration Manager certifies that the accounts prepared in respect of the Fund correctly present its financial affairs; and

(e) The Trustees certify that:

(i) All of the contributions made to the Fund during the financial year were passed promptly to, and all of the benefits paid during the financial year were paid by, the Administration Manager of the Fund; and

(ii) The Trustees hold no funds.

A7.3 The Trustees will institute and maintain separate accounts for the Defined Benefit Section and for the Complying Section as they see fit for the purpose of managing and administering the Fund.

A8. ANNUAL REPORT

A8.1 The Trustees shall, within five (5) months after the end of each financial year, prepare a report on the Fund for that year.

A8.2 The annual report shall include the matters specified in the Second Schedule to the Act.

A8.3 The Trustees shall, on completing any such report, send a copy to the Government Actuary.

A9. ACTUARIAL REPORT

A9.1. An actuarial examination of the Defined Benefit Section and of the Complying Section shall be made at intervals of not longer than three years, and shall be issued by the Actuary. A copy of such reports shall be furnished to the Government Actuary as soon as practicable.

A10. MEMBERS' RIGHTS TO INFORMATION

A10.1 Each person who is eligible to become a Member of the Fund has the right, upon request,-

(a) To look at, at any reasonable time, a copy of the trust deed, or a copy of any report of an actuarial examination required under section 15 of the Act;

(b) To receive, upon payment of a reasonable fee, a copy of the trust deed or a copy of any of those reports;

(c) To receive a statement of the specific interest, mortality, and other assumptions and bases of calculation applied in determining the value of the assets and liabilities of the Fund for the purposes of an actuarial examination required under section 15 of the Act;

(d) To receive a copy of the annual accounts and any auditor's report or, if that report is not required or produced, the certificates required by Section 13(2) of the Act.

A10.2 Each person, before becoming a Member of the Fund shall:

(a) be advised in writing of:

(i) the contributions payable;

(ii) the charges or fees (if any) that the Members may have to pay in addition to contributions;

(iii) the Member's principal rights and benefits, including rights and benefits upon the Fund being wound up;

(iv) any circumstances which it would be reasonable to expect the Trustees to foresee in which, given the nature of the Fund, any benefit could be expected to reduce over time;

(v) any circumstances which it would be reasonable to expect the Trustees to foresee in which, given the nature of the Fund, any Member could be expected to receive less from the Fund than the contributions made by the Member;

(vi) the Member's right to request the information required to be supplied by section 17(b) of the Act:

(b) be given a copy of the most recent annual report of the Trustees, or, if there is no such report, be advised in writing of:

(i) the names of the Trustees and any Administration Manager and Investment Manager of the Fund (if any); and

(ii) the name and address of the person to whom all correspondence from the Members to the Trustees should be sent.

(c) Clause 10.2(a) and (b) do not apply in respect of a person who is provided with an investment statement that relates to the registered superannuation scheme concerned and complies with the Securities Act 1978 and regulations made under that Act before he or she applies for membership of the Fund (whether or not the Securities Act 1978 applies in respect of the registered superannuation scheme).

A10.3 Each Member shall:

(a) be given, within 6 months of the close of each financial year of the Fund, a copy of the annual report of the Trustees in respect of that year; and

(b) have the right, upon request:-

(i) to receive an estimate of the Member's benefits;

(ii) to look at, at any reasonable time, a copy of the Deed, or a copy of any report of an actuarial examination required under section 15 of the Act; and

(iii) to receive, upon payment of a reasonable fee, a copy of the Deed or a copy of any such report.

A10.4 The Trustees must provide annually to each Member of the Complying Section during the relevant year a statement showing the following for that person:

(a) the amount of each type of contribution received by the Trustees for the year; and

(b) the Member's Accumulation at the end of the year.

A11. AMENDMENT

A11.1 This Deed may be amended by the Trustees at any time but no amendment shall be made to the Regulations except as provided in clause A11.3 and A11.4.

A11.2 No amendment shall be made to this Deed which conflicts with the provisions of The Presbyterian Church Property Act 1885 or the Governing Legislation PROVIDED that no amendment to this Deed which would have the effect of:

(a) Reducing, postponing or otherwise adversely affecting the benefits, whether vested, contingent, or discretionary, that may in due course flow from, or are attributable to, membership of the Fund up to the date the amendment is made; or

(b) Removing any right of the Members or Beneficiaries to participate in the management of the Fund; or

(c) Increasing the contributions, fees or charges payable by any Member; or

(d) Providing for the reversion of any assets of the Fund to any Employer to any greater degree than already provided for in this Deed,

shall be made without the written consent of every Member, and of every other Beneficiary who is in receipt of a benefit under the Fund at

the date the amendment is made, who would be adversely affected by the amendment.

A11.3 Any proposed amendment to the substance of the Regulations shall first be referred by the Trustees to Presbyteries for their opinion.

A11.4 If the majority of Presbyteries are in favour of the proposed amendment, the amendment shall be referred to Members for their consent if required, and no amendment shall take effect without the approval of the General Assembly.

A11.5 No amendment shall be approved by the General Assembly if that amendment would prejudice the charitable taxation status of the Fund.

A12. FUTURE TAXATION CHANGES

A12.1 Notwithstanding anything contained in the Deed at any time or times the Trustees may vary benefit levels without the written consent of Members or Beneficiaries to take account of changes in taxation that may arise in future (other than as a result of the passing of the Income Tax Amendment Act 1989) PROVIDED THAT no reduction in benefits shall be made until:

(a) the Government Actuary has been provided with a copy of an opinion of the Actuary confirming that the reductions are no more than are necessary to make the benefits of the Fund secure and the Government Actuary has confirmed in writing to the Trustees that he or she agrees with that opinion; and

(b) the Government Actuary has confirmed in writing to the Trustees that he or she is satisfied that all the reductions in benefits are equitable as between all Members and Beneficiaries.

A13. LIABILITY LIMITATION

A13.1 Members and Beneficiaries have no claim against officials of the General Assembly personally, nor against the Committee, nor the Trustees, either individually or collectively, nor is there any personal liability in administering the Fund.

A14. EMPLOYERS

A14.1 Each Employer of a Member in Kindred Service shall enter into a deed of adoption with the Trustees by which the Employer covenants with the Trustees to comply with and observe the provisions of this Deed prior to paying Assessments under the Deed. Such deed shall be in the form annexed to this Deed or of like effect.

A15. ASSESSMENTS

A15.1 Parish Assessments

An Assessment shall be payable by every parish:

(a) served by a Minister; or

(b) vacant following a Presbyterian ministry; or

(c) in the case of a Union or Co-operating parish subject to the pastoral oversight of the Church until such time as its oversight passes to another negotiating partner.

A15.2 For the purposes of this Regulation:

(a) A Union or Co-operating parish shall be as listed on the roll of parishes of the Church, and

(b) A negotiating partner is one of the five partners which entered into an Act of Commitment in 1967 and which continues through its involvement with the United Congregations of Aotearoa New Zealand or any successor.

A15.3 Employer Assessments

Existing Members who are engaged in Kindred Service may arrange for Assessments to be paid on their behalf in accordance with Regulations B1.5(a), B1.5(b), B6.3(a) or B6.3(b). New Members who are engaged in Kindred Service may arrange for Assessments to be paid in accordance with Regulations B1.5(a) or B6.3(a).

A15.4 Amount of Assessments

The Church shall procure each Parish and/or each Employer to pay Assessments. The aggregate of the Assessments shall be determined by the Trustees after considering the advice of the Committee and the Actuary PROVIDED THAT the aggregate amount shall not be less than the contributions determined under Regulation D2.2. Each parish Assessment may take into account the parish's individual circumstances. Each Employer Assessment shall be at the rate determined to be approximately equal to the average parish Assessment.

A15.5 Monthly Payments

Each Assessment shall be payable monthly and remitted to, or paid by direct debit initiated by the administrator of the Fund.

A15.6 **Application of Assessments**

The aggregate of Assessments shall be applied as follows:

(i) an amount equal to the total contributions determined under Regulation D2.2 shall be paid to the Complying Section;

(ii) the balance of the Assessments shall be paid to the Defined Benefit Section.

A15.7 **Non-personal**

In no circumstances shall that part of the Assessment which is paid to the Defined Benefit Section be deemed to be the personal contribution of a Member.

PART B

DEFINED BENEFIT SECTION REGULATIONS APPLICABLE TO EXISTING MEMBERS

B1. MEMBERSHIP

B1.1 Classes of Membership

There will be four classes of Members of the Defined Benefit Section:

(a) Contributing Members, who may have either full-time or part-time status;

(b) Frozen Members, who are Members who have ceased to contribute and who have deferred receipt of a benefit in accordance with Regulation B6.2;

(c) Deferred Pensioners, who are Members whose application has been accepted by the Committee as set out in Regulation B10; and

(d) Annuitants, who are Beneficiaries in receipt of an annuity from the Defined Benefit Section (or who would be in receipt of an annuity had it not been fully commuted) and including children for whom benefits are being paid.

From the Effective Date membership of this Part B of the Defined Benefit Section has been closed to new Members.

B1.2 Compulsory Membership

Membership of the Defined Benefit Section shall be compulsory for all ordained Ministers in receipt of all or part of a stipend, unless granted exemption under either under Regulation B1.6 or Regulation 1.3 of the Old Deed or Regulation 1.6 of the Old Deed.

B1.3 Special conditions fixed under Regulation 1.3 of the Old Deed shall remain unaffected by the terms of this Deed.

B1.4 Lay Workers

Lay workers who were admitted as Members before 1 June 1996 may continue as Members provided an Assessment is paid on their behalf.

B1.5 **Other Members**

At the Committee's discretion, a Minister in Kindred Service may be admitted as a Member provided that either:

(a) the Member pays personal contributions as in Regulation B3 and an Assessment is paid by the Member's Employer, in which case the Benefit Proportion will be determined in accordance with Regulation B2.4; or

(b) the Member pays personal contributions as in Regulation B3 and the amount of the Employer Assessment is paid by the Member, in which case the Benefit Proportion will be determined in accordance with Regulation B2.4; or

(c) the Member elects to pay full personal contributions only, in which case a Benefit Proportion of 33% shall apply.

At its discretion, the Committee may revoke any such membership at any time where the Committee considers that the service of the Minister is no longer consistent with the objects of the Fund.

B1.6. **Exemption from Membership**

The Committee may grant exemption from membership only in special circumstances. Applications for exemption from membership, with reasons stated, shall be made in writing to the Committee, with the recommendation of the appropriate Presbytery.

B2. BENEFIT PROPORTION

B2.1 During any period when the terms of call agreed by a Member's Presbytery include payment of the full Basic Stipend, the Member's Benefit Proportion shall be 100%.

B2.2 During any period when the terms of call agreed by a Member's Presbytery include payment of less than the Basic Stipend, the Member's Benefit Proportion shall be reduced proportionately, subject to Regulation B2.3 and B2.4.

B2.3 During any period when the terms of call agreed by a Member's Presbytery include payment of less than the Basic Stipend the Committee at its discretion may increase the Benefit Proportion to reflect extra work required by the terms of call.

B2.4 During any period when a Member is engaged in Kindred Service, the Committee shall at its discretion determine the Benefit Proportion, taking into account the Member's employment conditions.

B2.5 If at any time the Member has more than one Benefit Proportion relating to different employments, they may be accumulated, but to not more than 100%.

B3. MEMBER CONTRIBUTIONS

B3.1 Personal Contributions

Each month every Contributing Member shall pay a personal contribution to the Defined Benefit Section at the rate of one twelfth of 5% of the Basic Stipend, (or such lesser rate as is recommended by the Trustees and approved by the General Assembly from time to time) multiplied by the Member's Benefit Proportion.

B3.2 Payment of Contributions

Contributions shall be deducted from the Member's monthly stipend by the Parish treasurer, or from the Member's wage or salary payments by the Employer, and remitted to, or paid by direct debit initiated by, the administrator of the Fund in the month the deduction is made.

B3.3 Interest on Arrears

Interest, at the same rate as that allowed in the Actuary's most recent valuation of the Defined Benefit Section, shall be charged on personal contributions in arrears. Any outstanding Assessments payable by the Member under Regulations B1.5 or B6.3(b) with interest, and any outstanding contributions with interest, shall be a first charge on benefits payable.

B4. SERVICE

B4.1 Full & Part-Time Service

Service by a Member in a parish, or other Kindred Service, when the Benefit Proportion is 100% shall be deemed full time service. When the Benefit Proportion is less than 100%, service shall be deemed part-time. A "year of full-time service" by a Member shall be a twelve month period during which the Benefit Proportion of the Member is 100%, or such other period determined by the Committee as equating to a year of full-time service.

B4.2 Study Leave

The Committee may approve continuation of service during a period of study leave with a Benefit Proportion at the level applicable at the commencement of the period of leave subject to payment by the Member of his or her personal contributions only. Only two years of

service in total shall be approved for a Member during his or her Defined Benefit Section membership under this Regulation B4.2. Applications should be made in writing to the Committee and shall be accompanied by the recommendation of Presbytery.

B4.3 **Broken Service**

The Committee may approve continuation of service during a break in service commencing after 1 November 2000 with a Benefit Proportion at the level applicable at the commencement of the break in service subject to payment by the Member of his or her personal contributions only. Only two years of service in total shall be approved for a Member during his or her Defined Benefit Section membership under this Regulation B4.3. Applications should be made in writing to the Committee and shall be accompanied by the recommendation of Presbytery.

B4.4 **Partial Employment**

The Committee may approve a Benefit Proportion of 33% of the Benefit Proportion applicable to the Member at the date of commencement of his or her partial employment where no Assessment is paid for a Member but where:

(a) The Member is engaged in Kindred Service, and

(b) The Member pays his or her personal contributions.

B4.5 **Parental Leave**

A Contributing Member on parental leave may elect to become a Frozen Member under Regulation B6.2 for the term of such leave where:

(a) The parental leave has been taken under the terms laid down in the Book of Order;

(b) As a consequence the Member is deemed not to have left the service of the Church or other employing body; and

(c) The Member gives notice in writing to the Committee of his or her election to become a Frozen Member.

B5. PURCHASE OF BACK SERVICE

B5.1 A Member, within one year of joining the Defined Benefit Section, may make additional contributions, for the purpose of purchasing additional Defined Benefit Section benefits on terms and conditions determined by the Committee after considering the advice of the Actuary.

B6. WITHDRAWAL BENEFIT

B6.1 Leaving Service

A Contributing Member who leaves the service of the Church or other employing body may withdraw from the Defined Benefit Section and receive a lump sum comprising:

(a) The Member's personal contributions made under Regulation B3, plus interest at a rate determined by the Trustees; plus

(b) 1% of the amount calculated according to (a) above for each month of full-time equivalent service as a Contributing Member, provided that the maximum additional benefit arising under this sub-paragraph (b) shall be 100% of the amount calculated according to (a) above.

B6.2 Frozen Membership

A Contributing Member who leaves the service of the Church or other employing body may, instead of receiving a benefit under Regulation B6.1, elect to become a Frozen Member on the following terms:

(a) No further personal contributions or Assessments shall be payable while the Member remains a Frozen Member;

(b) The Member's benefit shall be payable on retirement or earlier death. The retirement benefit shall be calculated as set out in Regulation B9 according to service and the Basic Stipend at the date of leaving service. A death benefit, equivalent to the withdrawal benefit at the date the Member left service plus interest as determined by the Trustees, shall be paid to the Member's estate;

(c) A Frozen Member returning to the service of the Church or to Kindred Service may resume contributing membership but the period of frozen membership shall not count as service;

(d) No other benefits shall be payable from the Defined Benefit Section to a Frozen Member, the Member's Spouse, dependants or estate before the Member's annuity becomes payable, but once an annuity has become payable, upon the

Member's death the surviving Spouse's pension and Annuitant's funeral benefit shall be payable.

B6.3 Continue Contributing Membership

In the case where a Contributing Member leaves the service of the Church or other employing body and continues in Kindred Service, then with the approval of the Committee the Member may continue contributing membership provided that either:

(a) the Member continues to pay personal contributions as in Regulation B3 and an Assessment is paid by the Member's Employer, in which case the Benefit Proportion will be determined in accordance with Regulation B2.4; or

(b) the Member pays personal contributions as in Regulation B3 and the amount of the Employer Assessment is paid by the Member, in which case the Benefit Proportion will be determined in accordance with Regulation B2.4; or

(c) the Member elects to continue to pay full personal contributions only, and in which case a Benefit Proportion of 33% shall apply.

B7. WITHDRAWAL FROM MINISTRY UNDER BOOK OF ORDER TERMINATION PROVISIONS

B7.1 Termination of Tenure

Where a Presbytery terminates the tenure of a Minister under Book of Order Chapter 10 sections 10.28, 10.29 and 10.30 (or their replacements) and the Conditions of Service manual (or its replacement), the Member may remain within the Defined Benefit Section and continue to have a Benefit Proportion at the level applicable at the date of termination provided unchanged personal contributions continue to be paid until the commencement of another position or appointment, or for three months, whichever is the shorter period. Any period during which the provisions of this Regulation apply shall not be regarded as broken service for the purpose of Regulation B4.3.

B7.2 Options

If the Member does not commence another position or appointment within three months then the Member may elect to:

(a) withdraw from the Defined Benefit Section and receive a benefit of twice his or her personal contributions plus interest; or

(b) if aged between 50 and 60 and having completed the equivalent of at least 10 years full-time service, retire and receive the retirement benefit calculated as in Regulation B9.2 based on completed service but using the factor for retirement at age 60; or

(c) continue membership under the terms of Regulations B6.2 or B6.3.

B8. DEATH BENEFITS

B8.1 Contributing Member

(a) On the death of a Contributing Member prior to his or her 66th birthday the surviving Spouse of the Member shall receive an annuity of the greater of:

(i) 14.03% of the Basic Stipend at the date of death of the Member, multiplied by the Benefit Proportion which applied to the Member at the date of death, and

(ii) 60% of the annuity payable as a retirement benefit under these Regulations assuming the Member served to age 65 with the Benefit Proportion applicable at the date of death and based on the Basic Stipend at the date of death.

(b) On the death of a Contributing Member prior to his or her 66th birthday the surviving Spouse of a Member shall also receive a lump sum of four times the Basic Stipend at the date of death, multiplied by the Benefit Proportion which applied to the Member at the date of death. If the Member joined the Defined Benefit Section after 1 November 2000 and after his or her 50th birthday, the lump sum shall be reduced by 1.25% for each complete month by which the Member's age at joining exceeded 50 years. This lump sum, or any part thereof, may be surrendered by the surviving Spouse in return for an increased annuity which the Committee shall determine after considering the advice of the Actuary.

(c) Where a Contributing Member dies after reaching his or her 66th birthday, the benefits payable shall be determined as if the Member had retired on the day before his or her death, being –

(i) the lump sum payable under Regulation B9.2(b)(ii);

(ii) commutation of 50% of the Member's pension under Regulation B9.4; and

(iii) the surviving Spouse's benefit under Regulation B8.3.

B8.2 **Contributing Member Leaving No Dependants**

If a Contributing Member dies leaving no surviving Spouse or Dependent Children, the Member's estate shall receive a benefit as though the Member had left service under Regulation B6.1 on the date of death.

B8.3 **Surviving Spouse of an Annuitant**

On the death of an Annuitant, the surviving Spouse of the Annuitant who was married to the Annuitant at the date of the Annuitant's retirement from the Defined Benefit Section shall receive an annuity of the greater of:

(a) 14.03% of the Basic Stipend at the date of death of the Annuitant, and

(b) 60% of the annuity which the Annuitant would have been receiving at the date of the Annuitant's death had the Member elected no commutation at the date of retirement.

B8.4 **Funeral Benefits**

(a) For the purposes of this Regulation B8.4, "Annuitant" means Annuitants who were formerly Contributing Members of the Defined Benefit Section.

(b) A lump sum funeral benefit of 8% of the Basic Stipend shall be paid to an Annuitant's surviving Spouse (whether or not they were married at the Annuitant's retirement date) on the death of the Annuitant. If there is no surviving Spouse, no benefit shall be payable.

(c) A lump sum funeral benefit of 8% of the Basic Stipend shall be paid to a Contributing Member or an Annuitant on the death of his or her Spouse. If the Contributing Member or Annuitant has died before his or her Spouse, no benefit shall be payable.

(d) A Benefit Proportion of 100% shall apply to all Members for the benefits payable under this Regulation B8.4.

B8.5 **Child Allowance**

(a) Where either:

(i) A Contributing Member;

(ii) An Annuitant; or

(iii) The spouse of either a Contributing Member or an Annuitant

dies and is survived by at least one Dependent Child, then there shall be paid to or for the benefit of such child or children an annual child allowance of 3.45% of the Basic Stipend for each Dependent Child. The benefit payable under Rule B8.5(a)(iii) shall cease if the Contributing Member or Annuitant withdraws from the Defined Benefit Section or remarries.

(b) Where both the Contributing Member or Annuitant and his or her Spouse have died and they are survived by at least one Dependent Child, then there shall be paid to or for the benefit of such child or children:

(i) the equivalent of the surviving Spouse's pension for as long as at least one child is dependent, plus

(ii) an annual allowance of 6.9% of the Basic Stipend for each Dependent Child.

(c) The benefit under this Regulation B8.5 may be paid to the guardian of such child or children. The receipt of the guardian shall be a complete discharge. Where there are separate guardians for different children of the deceased Member the benefit shall be apportioned among the guardians at the sole discretion of the Committee, after having considered advice from the appropriate Presbytery.

(d) A Benefit Proportion of 100% shall apply to all Members for the benefits payable under this Regulation B8.5.

B8.6 **Surviving Spouse's Commutation**

(a) A surviving Spouse may, within one month of becoming entitled to an annuity under Regulations B8.1 or B8.3, apply to the Committee for the payment by way of commutation of up to 50% of the annuity. The Committee shall determine the value of the annuity so commuted after considering the advice of the Actuary, and the surviving Spouse shall accept such payment in full satisfaction of all claims against the Defined Benefit Section in respect of the portion of annuity commuted. Where there are exceptional circumstances, the Committee may approve commutation of more than 50% of the annuity.

(b) Any surviving Spouse who has received full commutation of the annuity payable under Regulation B8.6(a) will be deemed to remain an Annuitant Member of the Defined Benefit Section unless the Committee determines otherwise.

B8.7 **Married Students for the Ministry**

(a) This Regulation B8.7 shall apply only to a married person who commenced undertaking the Ordination Programme of the School of Ministry before 1 January 2009.

(b) Following the death of such a person, his or her Spouse and dependants shall be eligible for benefits from the Defined Benefit Section as if the person were a Contributing Member whose Benefit Proportion was 100%.

(c) Eligibility for benefits under this Regulation B8.7 shall cease 12 months after successful completion of the Ordination Programme, or when the person enters the ordained ministry, whichever is the sooner.

B9. RETIREMENT BENEFITS

B9.1 Eligibility

(a) A Contributing or a Frozen Member who retires may elect to receive a retirement benefit at any date after his or her 55th birthday. No further contributions may be made following this election, and service shall be deemed to have ceased.

(b) A Member in receipt of a Total Disablement benefit under Regulation 12 at any date after his or her 55th birthday may elect to surrender that benefit and thereafter receive a retirement benefit under this Regulation B9.

B9.2 Normal Retirement

(a) If a Member joined the Defined Benefit Section after 1 November 2000, and retires with less than 10 years service, the retirement benefit shall be a lump sum equal to the withdrawal benefit which would have been paid had the Member resigned at the date of his or her retirement, and no further benefits shall be payable from the Defined Benefit Section for or in respect of the Member.

(b) In all other cases, on retirement a Member shall be paid:

(i) an annuity being:

(8.74% + 0.6325% per year of full-time service)
x Basic Stipend x factor

where the factor shall be 1.02 at age 66 reducing by 2% for each year by which age at retirement is less than 66 years and increasing by 2% for each year by which age at retirement exceeds 66 years, and

(ii) a lump sum of 6.58 times the annuity.

B9.3 **Retirement of Members who joined over age 50**

If a Member joined the Defined Benefit Section after 1 November 2000 and after his or her 50th birthday, and retires with 10 or more years service, the benefits in Regulation B9.2 shall be reduced by 1.25% for each complete month by which the Member's age at entry exceeded exactly 50 years.

B9.4 **Commutation**

(a) Within one month after his or her retirement, a Member may apply to the Committee for the payment by way of commutation of up to 50% of the annuity payable to the Member.

(b) The Committee shall determine the value of the annuity so commuted after considering the advice of the Actuary, and the Member shall accept such payment in full satisfaction of all claims against the Defined Benefit Section in respect of the portion of annuity commuted.

(c) Where there are exceptional circumstances, the Committee may approve commutation of more than 50% of the annuity. Any Member who has received full commutation of an annuity will remain an Annuitant Member of the Defined Benefit Section unless the Committee determines otherwise.

(d) Commutation of any part of the annuity shall not affect the benefit payable to a surviving Spouse following the death of a Member.

(e) At any time the Committee may allow commutation of annuities that the Committee determines to be small or trivial.

B9.5 **Minimum value**

If the value of a Member's retirement benefits is determined by the Committee, after considering the advice of the Actuary, to be less than the value of the withdrawal benefit that would have been paid in accordance with Regulation B6.1 had the Member withdrawn from the Fund on his or her retirement date, the Member's retirement benefit shall be enhanced such that it is equal in value to the withdrawal benefit so calculated.

B10. DEFERRED PENSIONS

B10.1 If a Member requires a capital sum for the purchase of a home or to build a home and has:

(a) completed 10 or more years of service; and

(b) attained the aged of 55; and

(c) remains in service,

the Member may by notice in writing to the Committee, apply to become a Deferred Pensioner. The notice shall be subject to Regulation B10.9.

B10.2 Subject to Regulation B10.9 the Committee shall determine the value of the annuity that would then be payable to the Member under Regulation B9.2(b)(i) as if he or she had retired. Subject to any conditions the Committee may impose the Committee shall then pay to the Member:

(a) commutation of 50% of that annuity; and

(b) in the case of a Member who is not a New Member a lump sum of 6.58 times the annuity; and

(c) the total credit balance in the Member's Supplementary Benefit Scheme account.

B10.3 A Deferred Pensioner shall not be eligible for the hardship allowance payable under Regulation B11 or the disablement benefit payable under Regulation B12.

B10.4 A Deferred Pensioner's Spouse shall not be eligible for the benefits payable under Regulation B8.1 to widows and widowers.

B10.5 A Deferred Pensioner's Spouse shall remain eligible for the funeral benefits payable under Regulation B8.4(b).

B10.6 A Deferred Pensioner's Spouse and dependants shall not be eligible for the child allowance payable under Regulation B8.5.

B10.7 The surviving Spouse of a Deferred Pensioner who dies before retirement shall receive a death benefit calculated according to Regulation B8.3, assuming that the Member had retired on the day before his or her death. If the Member has no surviving Spouse, no death benefit shall be payable.

B10.8 On a Deferred Pensioner's actual retirement, he or she shall be paid an annuity calculated at 50% of that provided in Regulation B9.2(b)(i) using the Basic Stipend at the date of the Member's retirement but the factor in Regulation B9.2(b)(i) calculated as if the Member had ceased service on the effective date of his or her election to become a Deferred Pensioner.

B10.9 Applications by Members to become Deferred Pensioners shall be made in writing to the Committee, accompanied by the recommendation of the appropriate Presbytery and by full details of the Member's financial situation and with such evidence as the Committee may require to demonstrate the fully informed consent of the Member and his or her Spouse as to the effect of the election. The Committee may approve any such application upon whatever terms and conditions the Committee may determine.

B11. HARDSHIP ALLOWANCE

B11.1 Hardship Allowance

(a) If a Member who is not more than 5 years under the age of eligibility for New Zealand superannuation wishes to retire, having completed at least 10 years of full-time equivalent service, the Committee may decide to pay an additional monthly allowance of up to the amount of the single person's New Zealand superannuation until the Member becomes eligible for New Zealand superannuation. The additional allowance will be payable only if the Committee determines that the Member's retirement would be in the best interests of both the Member and the Church, and that severe hardship would result to the Member and his or her family if the Member retired without the additional allowance.

(b) Applications for the hardship allowance shall be made in writing to the Committee, accompanied by full details of the Member's financial situation and the recommendation of both the appropriate Presbytery and the Leadership Committee of the Council of Assembly (or its successor).

(c) Any Member receiving a hardship allowance shall provide such evidence as the Committee shall require from time to time to enable the Committee to determine whether the Member remains eligible to receive the allowance.

B12. DISABLEMENT BENEFITS

B12.1 Total Disablement

(a) If a Contributing Member is assessed by the Committee after considering the advice of the Medical Panel as being totally disabled, the Committee may decide to pay a Total Disablement Benefit if the Member has been disabled for at least eight consecutive weeks. No such benefit shall be payable while the Member is receiving either stipend or sick pay.

(b) The Total Disablement Benefit shall be a monthly benefit equal to one twelfth of 70% of the Basic Stipend at the date of commencement of the benefit multiplied by the Benefit Proportion which applied to the Member at the date of the Member's disablement. The benefit may not be commuted.

(c) The benefit shall be reduced at the discretion of the Committee by the net of tax amount of any income payment received by the Member from any other source as a result of his or her disability.

(d) An application for a disablement benefit shall be made in writing to the Committee, accompanied by appropriate medical evidence and the recommendation of Presbytery. The disabled Member shall provide such evidence as the Committee shall require from time to time to determine whether or not the Member shall continue to remain eligible to receive the benefit.

(e) While in receipt of the benefit, the Member shall be deemed a Contributing Member under Regulation B1.1(a). The Member shall retain the full rights of a Contributing Member and the payment of personal contributions shall be made by the Defined Benefit Section on the Member's behalf. Any period while a Member is in receipt of a Disablement Benefit (including the initial eight weeks waiting period) shall be deemed continuing service. During this period, the Member's Benefit Proportion shall remain constant at its level at the date of disablement.

(f) A Total Disablement Benefit shall cease to be payable if the Member:

(i) dies;

(ii) elects to receive a withdrawal benefit under Regulation B6.1;

(iii) elects to receive a retirement benefit under Regulation B9; or

(iv) is determined by the Committee after considering the advice of the Medical Panel to have ceased being totally disabled; or

(v) reaches his or her 66th birthday in which case the Member shall be deemed to have elected to receive a retirement benefit under Regulation B9.

(g) A partial benefit may be payable under this Regulation during a period of rehabilitation following total disablement. The benefit shall be of an amount and for such period as the Committee may determine after considering the advice of the Medical Panel, and may include payment of personal contributions in accordance with Regulation B12.1(e).

(h) If a Member ceases to receive a Total Disablement Benefit but is determined by the Committee after considering the advice of the Medical Panel to have become totally disabled from the same cause within 6 months of the cessation of benefit payments, the benefit payments will resume without another eight week waiting period.

B12.2. **Leaving Service or Retirement on Account of Ill Health**

(a) If a Member leaves the service of the Church or other employing body as a result of ill-health but is not entitled to a benefit under Regulation B12.1, the Committee may determine that:

(i) if the Member has passed his or her 55th birthday having completed the equivalent of at least 10 years full-time service, the Member may retire and receive the retirement benefit calculated as in Regulation B9.2 based on completed service but using the factor for retirement at age 60, otherwise

(ii) the withdrawal amount payable to the Member under Regulation B6.1 shall be twice the amount determined by Regulation B6.1(a) irrespective of the length of service.

(b) An application for a benefit under Regulation B12.2 shall be made in writing to the Committee, accompanied by appropriate medical evidence and the recommendation of the appropriate Presbytery.

B12.3 **Insured Benefits**

The Committee may after consulting the Trustees insure the cost of all or any of the benefits payable under Regulation B12. If there shall be any discrepancy between the definition of any benefit payable under

Regulation B12 and the insured benefits, the insurance policy shall prevail.

B13. BENEFIT ADJUSTMENTS

B13.1 All annuities and allowances, other than the hardship allowance, being paid under these Defined Benefit Section Regulations shall be adjusted at the same time as any adjustment is made in the Basic Stipend, by at least 50% of the percentage adjustment in Basic Stipend. Further adjustments may be made to specific benefits from time to time. The actual level of any adjustment shall be determined by the Committee, after considering the advice of the Actuary.

B14. SPECIAL GRANTS

B14.1 The Committee, after reference to the relevant Presbytery, may authorise special grants in any of the following cases:

(a) To a Parish or other employing body towards the payment of supply fees incurred during the illness of their Minister, limited to a maximum of eight Sundays, excluding the first Sunday of the illness.

(b) Where a Member is, or dependants of a Member are, deserving of special consideration.

(c) Towards the payment of actual retraining costs where either:

(i) Presbytery, in consultation with the Member and with the Leadership Committee of the Council of Assembly or its successor, has determined that certain restricted circumstances apply in which it would be in the best interests of the Member and of the Church for the Member to retrain for a new ministry; or

(ii) the Member voluntarily seeks to leave ministry by demitting status and Presbytery, in consultation with the Member and with the Leadership Committee of the Council of Assembly or its successor, has determined that such course would be in the best interests of the Member and the Church.

(d) Where any Minister or other person not a Member of the Defined Benefit Section but who was eligible for membership under Regulation B1, or a dependant of such person, is deserving of special consideration.

B14.2 An application for a special grant shall be made in writing to the Committee.

B14.3 The amount available for distribution under this Regulation 14 each financial year shall be limited to an amount in total equal to three times the Basic Stipend at the start of the financial year.

B15. ADDITIONAL CONTRIBUTIONS

B15.1 Supplementary Benefit Scheme

(a) Prior to the Effective Date, any Contributing Member was able to make additional contributions to a Supplementary Benefit Scheme account for the Member. No new contributions may be made to the Supplementary Benefit Scheme on or after the Effective Date. The account shall be credited with interest at a rate determined by the Trustees from time to time.

(b) If a Member dies the total credit balance in the Member's Supplementary Benefit Scheme account at that date shall be paid to the deceased Member's estate.

(c) Within one month of retirement a Member with an annuity payable from the Defined Benefit Section may elect to have the whole or any part of the credit balance in the Member's Supplementary Benefit Scheme account applied to the provision of an annuity. The level of such annuity payable shall be determined by the Committee after considering the advice of the Actuary.

(d) If a Member withdraws from Contributing Membership of the Defined Benefit Section under Regulation B6.1 the total credit in the Member's Supplementary Benefit Scheme account shall be paid to the Member as a lump sum at the date of withdrawal.

(e) If a Member withdraws from Contributing Membership of the Defined Benefit Section under Regulation B6.2, the total credit in the Member's Supplementary Benefit Scheme account may be maintained in that account at the discretion of the Committee.

(f) At any time after a Member attains age 55, any part of the total credit in his or her Supplementary Benefit Scheme account shall be paid to the Member as a lump sum at the Member's request. The Committee may from time to time set limits on the number of payments which can be made to a Member in a period, and on the amounts being withdrawn and to be retained in the account.

(g) Any withdrawal from a Member's Supplementary Benefit Scheme account shall include interest to the date of withdrawal.

B16. BENEFIT PAYMENTS

B16.1 Other than the payment of lump sums, benefits shall be paid monthly on the 20th of each month, or where the 20th is not a business day, then the first business day thereafter. The first instalment will be for the number of days between the Annuitant's entitlement date and the end of the month. The final instalment will be for the number of days between the first day of the month in which the Annuitant dies and the Annuitant's date of death.

B17. ALIENATION

B17.1 No Member shall assign, charge, alienate, or borrow against the security of his or her benefits in the Defined Benefit Section.

B17.2 If a Member or Beneficiary who joined the Defined Benefit Section prior to 1 April 1990 becomes bankrupt, then the benefits of such Member or Beneficiary shall be forfeited to the Defined Benefit Section. The Committee may then in its absolute discretion pay or apply such benefits or any part thereof to or for the maintenance, support or benefit of the Member or Beneficiary or his or her dependants.

B17.3 If a Member or Beneficiary who joined the Defined Benefit Section after 1 April 1990 becomes bankrupt, then the benefits of such Member or Beneficiary to the fullest extent permitted by law shall be forfeited to the Fund. The Committee may then in its absolute discretion pay or apply such benefits or any part thereof to or for the maintenance, support or benefit of the Member or Beneficiary or his or her dependants.

B17.4 If a Member or Beneficiary of the Defined Benefit Section becomes unable to manage his or her own affairs the Committee may administer any benefits on that person's behalf.

B17.5 A Member or Beneficiary of the Defined Benefit Section who is required to make a matrimonial property settlement with his or her Spouse may:

(a) either withdraw a lump sum from the Defined Benefit Section for payment to that Spouse, or

(b) assign to that Spouse all or part of any accrued benefits of the Member or Beneficiary in the Defined Benefit Section.

In either case there shall be an adjustment of the Member's or Beneficiary's remaining benefits by the Committee, after considering the advice of the Actuary.

B18. TRANSFERS

B18.1 Any money transferred from another superannuation scheme to the Defined Benefit Section for a Member shall be applied by the Committee to purchase additional benefits for the Member. Such additional benefits shall be on terms and conditions as determined by the Committee after considering the advice of the Actuary.

B18.2 (a) Subject to Section 9B of the Act, if a Member shall cease to be a Member of the Defined Benefit Section and shall become a member of another church superannuation scheme the Committee may at its discretion and at the written request of the Member transfer to such other scheme the accrued benefits of the Member under the Defined Benefit Section as determined by the Committee after considering the advice of the Actuary.

(b) If a Member of the Defined Benefit Section shall cease to be such and shall become a member of another registered superannuation scheme the Committee shall at the written request of the Member transfer the Member's withdrawal benefit under the Defined Benefit Section to such other scheme.

(c) A Member for whom a transfer is made under Regulation B18.2(a) or (b) shall not be entitled to any other benefit under the Defined Benefit Section. The receipt of an officer of the transferee scheme shall be a complete discharge to the Committee of all liability in respect of the Member under the Defined Benefit Section and the Committee shall have no liability to see to the application of the funds.

B18.3 The provisions of this clause shall be read subject to Section 9B of the Act.

B19. WINDING UP

B19.1 The Defined Benefit Section may be wound up only by the General Assembly.

B19.2 Upon the winding-up of the Defined Benefit Section all money and assets of the Defined Benefit Section shall be applied in the following priorities:

(a) First, to pay to each Member the credit balance in his or her Supplementary Benefit Scheme account;

(b) Secondly, to meet the costs and expenses of winding-up the Defined Benefit Section;

(c) Thirdly, for each Member in receipt of a benefit under Regulation B8, B9, B10,B11 or B12 to pay such sum as shall be determined by the Actuary to be the value of the Member's benefits. At the option of the Member and with the consent of the General Assembly the Trustees may purchase an individual annuity for the Member of an amount determined by the Actuary to be equivalent in value to the Member's benefits;

(d) Fourthly, for each Member not in receipt of a benefit under Regulation B8, B9, B10, B11 or B12 to pay the amount of the benefit the Member would have received in accordance with Regulation B6.1 if the Member had left service on the date of winding up;

(e) Fifthly, for each Member aged 55 years or more and not in receipt of a benefit under Regulation B8, B9, B10, B11 or B12 to pay such sum as shall be determined by the Actuary to be the value of the Member's accrued benefits, less any amount paid under Regulation 19.2(d) above;

(f) Sixthly, for every Member aged under 55 years and not in receipt of a benefit under Regulation B8, B9, B11 or B12 to pay such sum as shall be determined by the Actuary to be the value of the Member's accrued benefits, less any amount paid under Regulation 19.2(d) above;

(g) Seventhly, any balance remaining shall be distributed by the General Assembly for "charitable purposes" within the meaning of such words as defined in the Income Tax Act 2007.

B19.3 If in following the priorities for payment set out in clause B19.2 there is insufficient money to satisfy all the obligations under any subclause, the amount of each benefit under that subclause shall be abated rateably among all persons entitled to benefits under that subclause.

B20. OPTION TO JOIN THE COMPLYING SECTION

B20.1 A Member who joined the Defined Benefit Section before the Effective Date may, with the agreement of the Committee, elect to become a Member of the Complying Section, in which case the benefit and contribution provisions of this Part B of the Deed shall be modified as set out in this Regulation B20 PROVIDED THAT:

(i) the Committee may in its absolute discretion, modify the provisions of Regulation B20 as they apply to any particular Member. Any such modification shall be made in an equitable manner and shall be notified to the Member in writing prior to the Member joining the Complying Section; and

(ii) the Committee may in its absolute discretion determine that any particular Member or groups of Members may not join the Complying Section.

Notwithstanding the foregoing:

(i) a Minister in Kindred Service who is paying the amount of the Assessment himself under Regulation B1.5(b) or Regulation B6.3(b) or for whom personal contributions only are being made under Regulation B1.5(c) or Regulation B6.3(c) shall not be eligible to join the Complying Section; and

(ii) a Minister who is over the New Zealand superannuation qualification age shall not be eligible to join the Complying Section.

B20.2 The contributions payable by the Contributing Member under Regulation B3.1 shall be reduced by the amount of contributions paid by the Contributing Member under Regulation D2.1.

B20.3 Any benefit payable under Regulation B8.1(b) shall be reduced by the amount of the Complying Fund Member Account and Complying Fund Employer Account as at the date of death.

If the Complying Fund Member Account and Complying Fund Employer Account exceeds the amount of the benefit otherwise payable under Regulation B8.1(b), then the benefit payable under Regulation B8.1(a) shall be reduced by an amount determined by the Committee after considering actuarial advice to be equivalent to the excess.

B20.4 The lump sum payable under Regulation B9.2(b) (ii) shall be reduced by the amount of the Complying Fund Member Account and Complying Fund Employer Account as at the date of retirement.

B20.5 If the Complying Fund Member Account and Complying Fund Employer Account exceeds the amount of the lump sum otherwise payable under Regulation B9.2(b)(ii), then the annuity payable under Regulation B9.2(b)(i) shall be reduced by an amount determined by the Committee after considering actuarial advice to be equivalent to the excess. The reduction to the annuity payable under Regulation B9.2(b)(i) shall take into account any benefit payable to the Surviving Spouse on the death of the Annuitant under Rule B8.3.

B20.6 For the avoidance of doubt:

(i) no reduction shall be made to the Total Disablement Benefit payable under Regulation B12;

(ii) however, where either a death benefit or a retirement benefit is subsequently payable on the cessation of the Total Disablement

Benefit, then the amount of that benefit shall be reduced in accordance with the provisions of Regulation B20.3 or B20.4, as appropriate.

B20.7 Where, prior to a benefit becoming payable under either Regulation B8.1 or Regulation B9, a withdrawal has been made from either the Complying Fund Member Account or the Complying Fund Employer Account pursuant to Rule E3, E6, E7, E8, E9, E11, E13 or E15, then when determining the reduction in benefit under Regulation B20.3 or Regulation B20.4, the Committee shall be entitled to make such equitable adjustments to the amount of the reduction as they consider appropriate, after considering actuarial advice.

PART C

DEFINED BENEFIT SECTION REGULATIONS APPLICABLE TO NEW MEMBERS

C1. NEW MEMBERS

C1.1 Defined Benefit Section Regulations

The Regulations set out in Part B shall apply to New Members but shall be subject to the modifications set out in this Part C to the intent that for New Members the provisions of this Part C shall over-ride the equivalent provisions of Part B.

C1.2 Compulsory Membership

Membership of this part of the Defined Benefit Section shall be compulsory for all Ministers who become ordained on or after the Effective Date and are in receipt of part or all of a Basic Stipend unless exempted or excluded under Regulation C1.3. If a Member joins this part of the Defined Benefit Section such Member shall also join the Complying Section.

C1.3 The Committee may grant exemption from membership only in special circumstances. Applications for exemption from membership, with reasons stated, shall be made in writing to the Committee with the recommendation of the appropriate Presbytery. A Minister who is over the New Zealand superannuation qualification age shall be prohibited from joining this part of the Defined Benefit Section.

C1.4 At its discretion the Committee may decide not to admit a Minister as a Member of the Defined Benefit Section, in which case the Minister shall become a Member of the Complying Section only (subject to exemption under Regulation D1.2).

C.1.5 Ministers who were ordained prior to the Effective Date but who were exempted from membership of the Fund (under Regulation 1.6 of the Old Deed) or who elected to not join the Fund because they were aged over 50 at the date of commencing service (under Regulation 1.3 of the Old Deed) may join this Part C of the Defined Benefit Section as New Members provided that they are not over the New Zealand superannuation qualification age when they join.

C2. NEW MEMBER CONTRIBUTIONS

C2.1 Each month every New Member shall pay a personal contribution to the Beneficiary Fund comprising a contribution to the Complying Section under Regulation D2.1 and a contribution to the Defined Benefit Section. The contribution to the Defined Benefit Section shall be at the rate of one twelfth of 1% of the Basic Stipend multiplied by the Member's Benefit Proportion.

C2.2 New Members shall not have the right of election to pay an Assessment on their own behalf as set out in Regulation B1.5(b) or to pay personal contributions only as set out in Regulation B1.5(c).

C3. DEATH AND DISABLEMENT BENEFITS

C3.1 For the purposes of Regulation B8.1, the benefit payable to the surviving Spouse of the Member shall be an annuity equal to 50% of the annuity determined under Regulation C4.1 based upon the period of service the Member would have completed to age 65 had the Member not died and with the Benefit Proportion applicable at the date of death and based on the Basic Stipend at the date of death.

C3.2 For the purposes of Regulation B12.1(b), the Total Disablement Benefit shall be an annuity equal to the annuity determined under Regulation C4.1 based upon the period of service the Member would have completed to age 65 had the Member not been disabled and with the Benefit Proportion applicable at the date of Total Disablement and based on the Basic Stipend at the date of Total Disablement.

C3.3 For the purposes of Regulation B8.3, the annuity payable to the surviving Spouse shall be 50% of the annuity that the Annuitant would have been receiving at the date of the Annuitant's death had the Member elected no commutation at the date of retirement.

C4. RETIREMENT BENEFIT

C4.1 For the purposes of Regulation B9.2, the benefit payable on retirement shall be an annuity being:

(0.5% per year of full-time service) x Basic Stipend x factor

where the factor shall be 1.02 at age 66 reducing by 2% for each year by which age at retirement is less than 66 years and increasing by 2% for each year by which age at retirement exceeds 66 years.

C4.2 Regulation B9.3 shall not apply to a New Member.

C5. WITHDRAWAL BENEFIT

C5.1 Leaving Service

A New Member who leaves the service of the Church or other employing body may withdraw from this Part C of the Defined Benefit Section and receive a lump sum determined under Regulation B6.1 based upon the contributions paid to the Defined Benefit Section under Regulation C2.1.

C5.2 Upon the written request of the Member, any amount payable under Regulation C5.1 shall be paid to another superannuation scheme.

C5.3 New Members shall not have the right of election to pay an Assessment on their own behalf as set out in Regulation B6.3(b) or to continue to pay personal contributions only as set out in Regulation B6.3(c).

PART D

COMPLYING SECTION REGULATIONS

D1 MEMBERSHIP

D1.1 Membership

Membership of the Complying Section shall be compulsory for all Ministers who become ordained on or after the Effective Date and are in receipt of part or all of a Basic Stipend, unless exempted or excluded under Regulation D1.2.

If a Member joins the Complying Section such Member shall also join the Defined Benefit Section in Part C, subject to Regulations C1.3 and C1.4.

D1.2 The Committee may grant exemption from membership only in special circumstances. Applications for exemption from membership, with reasons stated shall be made in writing to the Committee with the recommendation of the appropriate Presbytery. A Minister who is over the New Zealand superannuation qualification age shall be prohibited from joining the Complying Section.

D1.3 Ministers who were ordained prior to the Effective Date but who were exempted from membership of the Fund (under Regulation 1.6 of the Old Deed) or who elected to not join the Fund because they were aged over 50 at the date of commencing service (under Regulation 1.3 of the Old Deed) may join the Complying Section as New Members provided they also join Part C of the Defined Benefit Section (unless exempted under Regulation C1.4)

D1.4 Members who joined the Defined Benefit Section before the Effective Date may elect to become Members of the Complying Section pursuant to Regulation B20.

D1.5 Cessation of Membership

Subject to the Governing Requirements a Member shall cease to be a Member of the Complying Section on the first to occur of:

a. the Member's death;

b. payment to the Member of all of the Member's Accumulation;

c. the Member transferring from the Complying Section to another complying fund or KiwiSaver scheme and ceasing to have an entitlement under the Complying Section.

D1.6 Revocation of Membership

At its discretion, the Committee may revoke any Member's membership of the Complying Section at any time where the Committee considers that the service of the Minister is no longer consistent with the objects of the Fund. In such a case the Member's Accumulation shall be transferred to another complying fund or KiwiSaver scheme in accordance with Rule E15.

D2 CONTRIBUTIONS

D2.1 Member Contributions

Each month every Member who is subject to the provisions of Parts D and E shall pay a personal contribution to the Beneficiary Fund comprising a contribution to the Defined Benefit Section under Rule C2.1 or Rule B20.2 and a contribution to the Complying Section. The contribution to the Complying Section shall be at the rate of one twelfth of 4% of the Basic Stipend multiplied by the Member's Benefit Proportion or such other amount required by the Governing Legislation.

D2.2 Employer Contributions

Each month contributions shall be made to the Complying Section for each Member who is subject to the provisions of Parts D and E. The contributions shall be made either:

(a) in the case of Members in Kindred Service, by their Employers; or

(b) by the Church for all other Ministers who are Members.

The contribution shall be at the rate of one twelfth of 4% of the Basic Stipend multiplied by the Member's Benefit Proportion, or such greater amount required by the Governing Legislation.

D3 MEMBER ACCOUNTS EMPLOYER ACCOUNTS AND TAX BENEFIT ACCOUNTS

D3.1 The Trustees shall establish an account for each Member known as a "Complying Fund Member Account" to which shall from time to time be credited or debited:

a. contributions to the Complying Section by the Member under Regulation D2.1 and the Governing Requirements; and

b. a proportionate share of the expenses of administration of the Complying Section as determined by the Trustees; and

c. any Transfer Value received from another superannuation scheme relating to the Member's employment with an employer other than an Employer; and

d. a proportionate share of the income or losses of the Complying Section as determined by the Trustees; and

e. such other amounts as are required either expressly or by implication to be credited or debited in terms of this Deed,

and such account shall be the Complying Fund Member Account of such Member.

D3.2 The Trustees shall establish an account for each Member known as a "Complying Fund Employer Account" to which shall from time to time be credited or debited:

a. contributions to the Complying Section for the Member under Regulation D2.2 and the Governing Requirements, reduced by the amount of Withholding Tax Savings in respect of the Member; and

b. a proportionate share of the expenses of administration of the Complying Section as determined by the Trustees; and

c. a proportionate share of the income or losses of the Complying Section as determined by the Trustees; and

d. such other amounts as are required either expressly or by implication to be credited or debited in terms of this Deed,

and such account shall be the Complying Fund Employer Account of such Member.

D3.3 The Trustees shall establish an account for each Member known as a "Complying Fund Tax Benefit Account" to which shall from time to time be credited or debited:

a. Member Tax Credits paid in respect of the Member under the Governing Requirements; and

b. Withholding Tax Savings; and

c. a proportionate share of the expenses of administration of the Complying Section as determined by the Trustees; and

d. a proportionate share of the income or losses of the Complying Section as determined by the Trustees; and

e. such other amounts as are required either expressly or by implication to be credited or debited in terms of this Deed,

and such account shall be the Tax Benefit Account of such Member.

D3.4 For the purposes of this clause, Withholding Tax Savings shall mean the amount of the employer contributions tax which would have been payable on contributions paid under Regulation D2.2 had the Complying Section not been approved as a complying superannuation fund for the purposes of the Income Tax Act 2007.

D4 BENEFITS

D4.1 Circumstances Where Benefits Available

A Member may make a withdrawal from the Complying Section if he or she is entitled to a withdrawal pursuant to Rules E3, E6, E7, E8, E9, E11, E13 or E15 of the Complying Section Rules. The amount of the benefit payable on withdrawal shall be determined under the provisions of the Complying Section Rules in Part E.

D4.2 Benefits Fully Funded

The benefits provided to Members of the Complying Section pursuant to this Deed shall be fully funded as they accrue.

D4.3 A Member who is entitled to a withdrawal pursuant to the Complying Section Rules in Part E may elect:

a. to receive the withdrawal as a lump sum; or

b. to transfer the withdrawal to a KiwiSaver scheme registered under the KiwiSaver Act, or if permitted by the Governing Requirements, to another superannuation scheme, in each case subject to and in accordance with the Governing Requirements.

D4.4 The amount of any withdrawal is subject to the Complying Section Rules in Part E.

D5 TRANSFERS, ALIENATION AND ASSIGNMENT

D5.1 General Prohibition

Subject to Regulation D5.2, unless permitted or required by the Governing Requirements or other law (and then only to the extent so permitted or required), no Member may transfer, alienate, assign, charge, pass to any other person, mortgage, pledge or grant any other interest in his or her, present or future interest in the Complying Section or any withdrawal payable from the Complying Section in any way, and the Trustees shall not be entitled to recognise any other person as having an interest of any nature in the Member's present or future interest in the Complying Section or any withdrawal payable from the Complying Section, or be obliged to give effect to or see to the performance of any such interest.

D5.2 Forfeiture of Entitlements

Subject to the Governing Requirements the Committee may from time to time determine (in respect of some or all Members) that if in the opinion of the Committee a Member becomes of unsound mind, incapable of managing his or her affairs or bankrupt, the Member shall (to a maximum extent permitted by law) forfeit his or her interest in the Complying Section. The Committee shall (subject to compliance with the Governing Requirements) apply such forfeited interest for the benefit of the Member or his or her dependants in such manner as the Committee shall in its discretion thinks fit. The Committee shall not be under any obligation to make enquiry as to whether circumstances exist in respect of any Member which may give rise to the operation of this clause.

D5.3 Transfers from another Scheme

If any Member is entitled to a benefit or to otherwise transfer an amount from any other superannuation scheme (including the Defined Benefit Section) the Committee shall on such terms and conditions as they shall determine from time to time (such terms to be consistent with the Governing Requirements), accept a transfer

from that other scheme of an amount notified to it by the trustee(s) of that other scheme. Any amount so received shall be treated as if it were a contribution by the Member pursuant to Regulation D2.1.

D6 RELATIONSHIP WITH GOVERNING REQUIREMENTS

If there is any inconsistency between the provisions of this Deed, as they relate to the Complying Section, and any Governing Requirements the provisions of the relevant Governing Requirements shall prevail and this Deed shall (only insofar as it relates to the Complying Section) be construed accordingly. If there is any inconsistency between the provisions of the Complying Section Regulations and the remainder of this Deed, the provisions of the Complying Section Regulations shall prevail.

D7 WINDING UP

D7.1 The Complying Section may be wound up only by the General Assembly or pursuant to any statutory power contained in the Governing Legislation.

D7.2 The expenses of winding up the Complying Section shall be debited to the Members' Accumulations on an equitable basis.

D7.3 Upon the winding-up of the Complying Section the benefit payable in respect of each Member shall be equal to the Member's Accumulation. Such benefit shall be paid to another complying fund or KiwiSaver scheme, or as a lump sum to the Member if the Member has reached the End Payment Date specified in Rule E3, as the Member shall elect.

PART E

COMPLYING SECTION RULES

The following rules shall apply to the Complying Section.

E1 ENFORCEABILITY

E1.1 These rules are enforceable by the Trustees or any Member of the Complying Section.

E2 MINIMUM CONTRIBUTION FOR MEMBER

E2.1 For each pay period a Member must contribute to the Complying Section at least the minimum contribution rate of that Member's salary or wages in accordance with sections 64 to 68 of the KiwiSaver Act.

E3 LOCK-IN OF FUNDS TO END PAYMENT DATE

E3.1 Subject to other permitted withdrawals, a Member may not make a withdrawal from the Complying Section until the End Payment Date or a date after that date.

E3.2 For the purposes of Rule E3.1, the End Payment Date is the later of—

a. the date on which the Member reaches the New Zealand superannuation qualification age; or

b. the date on which the Member has been a Member of a complying superannuation Fund (or of a complying superannuation Fund and a KiwiSaver scheme) for 5 years.

E3.3 A Member is entitled to withdraw an amount equal to the balance of the Member's Accumulation on the later date referred to in Rule E3.2.

E3.4 Nothing in this clause requires a Member to withdraw from the Complying Section on the date specified in Rule E3.2.

E4 COMMITTEE MUST PAY PERMITTED WITHDRAWAL AS LUMP SUM

E4.1 The Committee must, at the Member's request, pay a permitted withdrawal as a lump sum.

E4.2 Nothing in Rule E4.1 prevents a Member purchasing annuities or a pension from all or part of the Member's Accumulation or Member's interest that is withdrawn by that Member.

E5 COMMITTEE MAY REASONABLY REQUIRE EVIDENCE TO ESTABLISH RIGHT TO MAKE PERMITTED WITHDRAWAL

E5.1 The Committee may reasonably require a Member who applies to make a permitted withdrawal to provide evidence of the facts necessary to establish the Member's right to make the withdrawal.

E6 RELEASE OF FUNDS REQUIRED UNDER OTHER ENACTMENTS

E6.1 The Committee must comply with the provisions of any enactment that requires them to release funds from the Complying Section in accordance with that enactment.

E6.2 A requirement to release funds from the Complying Section under any enactment includes a requirement by order of any Court under any enactment (including an order made under section 31 of the Property (Relationships) Act 1976).

E7 WITHDRAWAL FOR PURPOSE OF PURCHASE OF FIRST HOME

E7.1 This clause applies to a Member if—

a. in the case of a Member in respect of whom the Committee has received Complying Section contributions, at least 3 years have expired after the Committee received the first contribution in respect of the person; and

b. in the case of any other Member, the person has been a member of 1 or more Complying Funds or KiwiSaver schemes for a period of 3 years or more; and

c. in the case of any Member, the Member has not made a withdrawal under this clause before (whether or not from the Complying Section or from another complying Fund or KiwiSaver scheme to which the person previously belonged).

E7.2 A Member to whom this clause applies may make a withdrawal from the Complying Section for the purchase of an estate in land (whether alone or as a joint tenant or tenant in common) if—

a. the purchase is made in the prescribed circumstances; or

b. both of the following apply:

i. the land is, or is intended to be, the principal place of residence for the Member or for the Member and members of the Member's family; and

ii. the Member has not, at any time before applying to make a withdrawal under this clause (whether before or after becoming a Member of the Complying Section) held an estate in land (whether alone or as a joint tenant or tenant in common); or

c. both of the following apply:

i. the land is, or is intended to be, the principal place of residence for the Member or for the Member and members of the Member's family; and

ii. the Member is a qualifying person under the Governing Requirements.

E7.3 A Member may not make a withdrawal under this clause of more than an amount equal to the Member's Accumulation less the amount of the Member Tax Credit (disregarding any positive or negative returns for the purpose of calculating the Crown contribution) at the time of the withdrawal.

E7.4 If a person holds an estate in land in either of the following circumstances, that estate must be disregarded for the purposes of Rule E7.2(b)(ii):

a. the person holds the estate in land as a bare trustee.

b. the person holds the estate in land as a trustee who—

i. is a discretionary, contingent, or vested beneficiary under the relevant trust; but

ii. has no reasonable expectation of being entitled to occupy the land as the principal place of residence for the person or the person's family until the death of the person who currently occupies the land (the occupier) or the death of the occupier's survivor.

E7.5 In this clause, "estate" means a fee simple estate, a leasehold estate, or a stratum estate.

E7.6 It is a condition of Rule E7.2 that—

a. any withdrawal made under that provision must be paid to the Member's solicitor; and

b. the Committee may require from the Member's solicitor, before payment of the withdrawal—

i. a copy of an agreement for the sale and purchase of the estate in land showing the Member as purchaser; and

ii. an undertaking that the agreement is unconditional at the time the Committee make the request; and

iii. an undertaking that the funds will be paid to the vendor as part of the purchase price or, if the settlement is not completed by the due date or any extended date, repaid to the Committee on account of the Member.

E7.8 This clause is subject to the terms of any agreement between the Trustees and any Employer that restricts or prevents the withdrawal of Employer vested contributions that are not compulsory Employer contributions in relation to the Member.

E8 WITHDRAWAL BY MEMBER'S PERSONAL REPRESENTATIVE

E8.1 If a Member dies, the Committee must, on application by the Member's personal representative, pay to that person an amount that is equal to the value of the Member's Accumulation at the date on which the application is accepted as part of the Member's estate.

E9 WITHDRAWAL IN CASES OF SIGNIFICANT FINANCIAL HARDSHIP

E9.1 If the Committee is reasonably satisfied that Member is suffering or is likely to suffer from significant financial hardship, the Member may, on application to the Committee in accordance with Rule E12, make a significant financial hardship withdrawal in accordance with this Rule.

E9.2 The amount of that significant financial hardship withdrawal is subject to the Committee' approval under Rule E9.3, and shall not be more than an amount equal to the Member's Accumulation less the amount of the Member Tax Credit at the time of the withdrawal

(disregarding any positive or negative returns for the purpose of calculating the Crown contribution).

E9.3 The Committee—

a. must be reasonably satisfied that reasonable alternative sources of funding have been explored and have been exhausted; and

b. may direct that the amount withdrawn be limited to a specified amount that, in the Committee's opinion, is required to alleviate the particular hardship.

E10 MEANING OF SIGNIFICANT FINANCIAL HARDSHIP

E10.1 For the purposes of these rules, significant financial hardship includes significant financial difficulties that arise because of—

a. a Member's inability to meet minimum living expenses; or

b. a Member's inability to meet mortgage repayments on his or her principal family residence resulting in the mortgagee seeking to enforce the mortgage on the residence; or

c. the cost of modifying a residence to meet special needs arising from a disability of a Member or a Member's dependant; or

d. the cost of medical treatment for an illness or injury of a Member or a Member's dependant; or

e. the cost of palliative care for a Member or a Member's dependant; or

f. the cost of a funeral for a Member's dependant; or

g. the Member suffering from a serious illness.

E10.2 In this section, serious illness has the meaning given to it by Rule E11.3.

E11 WITHDRAWAL IN CASES OF SERIOUS ILLNESS

E11.1 In addition to a withdrawal on the grounds of serious illness under Rule E10.1(g), if the Committee is reasonably satisfied that a Member is suffering from serious illness, the Member may, on application to the Committee in accordance with Rule E12, make a serious illness withdrawal in accordance with this Rule.

E11.2 The amount of that serious illness withdrawal may be up to the value of the Member's Accumulation.

E11.3 In this clause, serious illness means an injury, illness or disability—

a. that results in the Member being unable to engage in work for which he or she is suited by reason of experience, education, or training, or any combination of those things; or

b. that poses a serious and imminent risk of death.

E12 APPLICATION FOR WITHDRAWAL FOR SIGNIFICANT FINANCIAL HARDSHIP OR SERIOUS ILLNESS

E12.1 The application for a withdrawal under Rule E9 or E11 must be in the form required by the Committee and must include a complete statutory declaration in respect of the Member's assets and liabilities.

E12.2 The Committee—

a. may require that any medical matter asserted in support of the application for withdrawal be verified by medical evidence:

b. may require that any other documents, things, or information produced in support of the application be verified by oath, statutory declaration, or otherwise.

E13 WITHDRAWAL OR TRANSFER TO FOREIGN SCHEME IN CASES OF PERMANENT EMIGRATION

E13.1 A Member may, on application to the Committee, and no earlier than one year after the Member's permanent emigration from New Zealand, withdraw an amount equal to the Member's Accumulation less the amount of the Member Tax Credit at the time of the withdrawal (disregarding any positive or negative returns for the purpose of calculating the Crown contribution).

E13.2 A Member may, on application to the Committee, at any time after the Member's permanent emigration from New Zealand, have the Committee transfer the Member's Complying Fund Member Account and Complying Fund Employer Account to a foreign superannuation scheme authorised for that purpose under regulations made under section 228 of the KiwiSaver Act.

E13.3 An application under Rule E13.1 or E13.2 must be in the form required by the Committee and must include—

a. a completed statutory declaration in respect of the Member to the effect that the Member has permanently emigrated from New Zealand; and

b. proof to the satisfaction of the Committee—

i. of the Member's departure from New Zealand (for example, evidence of confirmed travel arrangements, passport evidence, and evidence of any necessary visas); and

ii. that the Member has resided at an overseas address at some time during the year following the Member's departure from New Zealand.

E14.4 The Committee may require that any other documents, things, or information produced in an application under Rule E13.3(b)(i) or (ii) be verified by oath, statutory declaration, or otherwise.

E14 CONTRIBUTIONS HOLIDAY

E14.1 A Member may not take a contributions holiday in accordance with subpart 4 of Part 3 of the KiwiSaver Act.

E15 TRANSFER OF MEMBERS

E15.1 A Member may, at any time during his or her membership of the Complying Section, apply to the Committee, to have the Member's Accumulation transferred to another complying fund or KiwiSaver scheme.

E15.2 On application by a Member, the Committee must, if the other complying fund or KiwiSaver scheme indicates it will accept that person as a member, transfer the Member's Accumulation to the other complying fund or KiwiSaver scheme in accordance with subpart 3 of Part 2 of the KiwiSaver Act.

E15.3 A Member may, at any time during his or her membership of the Complying Section, be transferred to another KiwiSaver scheme in the circumstances provided for in, and in accordance with, the KiwiSaver Act.

E15.4 The Committee shall require that a Member's Accumulation be subject to Complying Section rules where is it transferred to

another complying superannuation fund in accordance with this Rule.

E16. NOTIFICATION

E16.1 The Committee shall notify the Commissioner if a Member's Accumulation must be transferred under Rule E15.

E16.2 The Committee shall notify the fund provider if a Member's Accumulation is transferred to another complying superannuation fund under Rule 15.1.

E16.3 For the purpose of this Rule:

(a) notification under Rule E16.1 must include the name, address and tax file number of the Member, the name and address of their Employer, and the name and tax file number of the complying fund;

(b) notification under Rule E16.2 must include:

(i) any written evidence provided to the Committee by the Member under section MK2(8) of the Income Tax Act;

(ii) the amount of tax credits received by the Committee in respect to the Member under subpart MK of the Income Tax Act; and

(iii) any information held by the Committee that would be relevant to the new fund provider making a claim under section 68c of the Tax Administration Act 1994, including information as to the periods for which claims have already been made.

IN WITNESS whereof this deed was duly executed as of the day and the year first mentioned above.

THE COMMON SEAL of
THE PRESBYTERIAN CHURCH
PROPERTY TRUSTEES
was hereunto affixed and these
presents signed by two of the
Trustees

..... Trustee

..... Trustee

THE PRESBYTERIAN CHURCH PROPERTY TRUSTEES
COMMON SEAL
1000

DEED OF ADOPTION

This Deed of Adoption made this day of 2

BETWEEN: [ ]

AND **THE PRESBYTERIAN CHURCH PROPERTY TRUSTEES** of the second part.

WITNESSES

1. The Employer desires to participate in the Beneficiary Fund of the Presbyterian Church of Aotearoa New Zealand Fund ("the Fund") and by executing this Deed of Adoption agrees to be bound by the provisions of the Trust Deed and Regulations of the Fund.

2. The Employer covenants to pay an Assessment to the Fund for each of its employees who become a Member of the Fund in Kindred Service. The Employer shall continue to pay such Assessment until either:

   (a) such employee ceases to be both an employee of the Employer and in Kindred Service; or

   (b) the Employer chooses to cease such payments and gives to the Fund not less than one month's written notice of such choice.

SIGNED by [ ]
by:

.....	.....
Signature of Authorised Person	Signature of Authorised Person
.....	.....
Name of Authorised Person	Name of Authorised Person
.....	.....
Office Held	Office Held

THE COMMON SEAL of)
THE PRESBYTERIAN CHURCH)
PROPERTY TRUSTEES was)
hereunto affixed and these)
presents signed by two of the)
Trustees)

..... Trustee

..... Trustee