

**BRYN MAWR COLLEGE RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

**2023**





DEFINITIONS..... 12  
Account..... 12  
Beneficiary..... 12  
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contributing \$22,500 (for 2023) during any calendar year. This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$7,500 (for 2023). This dollar limit is indexed as well.
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## **CONTRIBUTIONS - EMPLOYER**

**Will the Employer make Non-Elective contributions to the Plan?**

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Your beneficiary's distribution can be taken in a lump sum distribution and as installment payments.

Additionally your beneficiary can take distribution in the form of an annuity, if allowed under the terms of the applicable funding vehicle(s).

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**How often do I have to make loan payments?**

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. These payment will be at least on a per payroll basis. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

**Do I have to make my loan payments through payroll deduction?**

No. Your loan payments can be made by check or other method prescribed by the Plan Administrator.

**If I have a spouse, do they need to consent to the loan?**

Yes. If you have a spouse, you must obtain their consent before obtaining a loan from the Plan.

**Can I refinance my loan?**

No. You may not refinance your loan.

**What happens to my loan if I terminate from service with the Employer?**

When you terminate from service, you may continue to make the scheduled loan repayments by check or other method prescribed by the Plan Administrator. Payments must be received by the Plan Administrator on a timely basis.

**Are there any fees associated with taking a loan?**

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

**Are there any additional limitations or other provisions that apply to taking a loan?**

The availability, and terms, of Plan loans are subject to the terms of the applicable funding vehicle(s).

**INVESTMENTS****Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by electronic election or by contacting the applicable vendor.

**How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

**What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts and custodial accounts.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?**

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

**MISCELLANEOUS****Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**Amendment and Termination**

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

**Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

**Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

**Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

**Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision







## **DEFINITIONS**

### **Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

### **Beneficiary**

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**Termination from Employment**

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

**Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

**Voluntary After-Tax Contributions**

Voluntary After-Tax Contributions are after-tax contributions that you may choose to make. These contributions would come out of your Compensation on an after-tax basis. These are not Roth Elective Deferrals.

**Year of Eligibility Service**

A Year of Eligibility Service is earned when you have 1,000 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date or the anniversary of your hire date.

## **VENDOR APPENDIX**

### **Approved Vendors**

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between approved vendors (if there is more than one vendor associated with the Plan).

The approved vendor for the Plan is listed below:

- TIAA