

A photograph of a woman with blonde hair and a young boy sitting inside a tent at night. The woman is lying down, holding an open book, and looking at the boy. The boy is sitting up, looking at the book with a joyful expression. The tent is illuminated from within, and the background is dark with some blue lights visible in the upper left corner. A large green circle is overlaid on the left side of the image, containing the title and product information.

# CLOSED ONEPATH RISK-ONLY SUPERANNUATION PRODUCTS

Product Disclosure Statement  
1 October 2025

## THE ISSUER

This Product Disclosure Statement (PDS) has been prepared by Brighter Super Trustee (ABN 94 085 088 484 AFSL 230511) ('Trustee') & Zurich Australia Limited (ABN 92 000 010 195 AFSL 232510) ('Zurich' or 'OnePath Life').

This PDS is for the following closed OnePath Risk-Only Super products (referred to in this PDS as 'the Products'):

- Decreasing Term (Series 2)
- Essential Life (Series 2)
- Essential 2 Term Life (Series 2)
- Hi-Flex Term (Series 2)
- Leading Life (Series 2)
- Level Term (Series 2)
- Occidental Pacesetter (Series 2)
- Occidental Trendsetter (Series 2)
- Regal Hi-Flex Term (Series 2)
- Regal Level Term (Series 2)
- Regal Pacesetter (Series 2)
- Renewable Term Insurance (Series 5)
- SSA Term Life Plan (Series 5)
- Term Life (Series 2)
- Term Life Insurance (Series 2)
- Yearly Renewable Term (Series 2).

The Products are risk-only Superannuation interests issued by the Trustee and are closed to new members.

The Trustee for Brighter Super (ABN 23 053 121 564) ('Fund' or 'Brighter Super') is the issuer of this PDS. This PDS contains important information for members of the Fund. The different entities of Zurich and Brighter Super are not guaranteed by or responsible for, or liable in respect of, products and services provided by the other. The Products are a division of the Fund.

The Trustee provides members with access to death and disablement cover through superannuation and accepts contributions only for the purposes of paying premiums for that cover. Members do not have an account balance in the Fund if their membership is only under the Products.

The Trustee holds the insurance policy on your behalf as a member of the Products.

This PDS refers to the insurance terms which apply to the Products and are the policy terms and conditions and other relevant documentation sent to each member at the time they acquired each of the Products, as supplemented or replaced from time to time, for which OnePath Life is responsible. The insurance terms are available from OnePath Life on request, at no charge.

The Trustee is not the issuer of the insurance policies.

## ABOUT BRIGHTER SUPER

Brighter Super is a 100% member-owned fund focused on keeping fees low and delivering strong long-term performance for our members. Since 1965, we have grown through our foundation industries of local government, finance and energy to become a trusted superannuation provider that is open to all Australians.

Brighter Super is able to accept superannuation guarantee (SG) contributions as well as other additional employer contributions and rollovers.

Brighter Super is governed by a Trust Deed which outlines the governing rules of the Fund. A copy of the Trust Deed is available at [brightersuper.com.au/about-us/governance](https://brightersuper.com.au/about-us/governance). You can obtain a copy of the Trust Deed free of charge by contacting us. Under the terms of the Deed, the Trustee has the power to amend any of the provisions of the Deed if permitted by relevant law.

An Annual Report about the management and financial condition of the Fund is prepared each year. You can view the annual report online at [brightersuper.com.au/about-us/governance/annual-reports](https://brightersuper.com.au/about-us/governance/annual-reports). You may also elect to have a hard copy of the Annual Report sent to you free of charge.

## ABOUT ZURICH AUSTRALIA LIMITED

Zurich Australia Limited (ABN 92 000 010 195 AFSL 232510) ('OnePath Life') provides the insurance cover described in this PDS. Further information about the insurance cover is in the policy terms and conditions, the policy schedule and other relevant documentation sent to each member at the time they acquired each of the Products and from time to time.

The Trustee has delegated administration of the Products to OnePath Life. With the Trustee's consent, OnePath Life may engage other service providers to assist with aspects of the Products' administration.

The information contained in this PDS is general information only. Your objectives, financial situation or needs have not been taken into account. You should consider the appropriateness of the information in this PDS, taking into account your objectives, financial situation and needs, before acting on any information in this PDS. Information about tax provided in this PDS is a guide only and is based on our understanding of the tax laws current at the date of the PDS. These laws can change, so you should speak to your tax adviser regarding the tax consequences of holding insurance cover through superannuation. References to superannuation law in this PDS include the *Superannuation Industry (Supervision) Act 1993* (Cth) and associated regulations as amended from time to time.

All of the information contained in this PDS is current at the time of preparation of this PDS. Information contained in this PDS can change from time to time. Updated information that is not materially adverse can be obtained electronically at [onepath.com.au/customers/product-updates](https://onepath.com.au/customers/product-updates) or a paper copy of any updated information will be given to you on request without charge by contacting OnePath Life (see the contact details on page 12). Where a change is material the Trustee will notify you in writing within the timeframes specified in the relevant legislation. You can obtain a paper copy of this PDS (and any supplementary documents), free of charge, by contacting OnePath Life.

In this PDS:

- 'Fund' refers to Brighter Super
- 'Trustee' refers to Brighter Super Trustee
- 'You', 'Your' refers to the person who will become the life insured
- 'Member' refers to a member of the Products.

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This PDS dated 1 October 2025 covers the financial product issued by the Trustee and provides a summary of the insurance products issued by OnePath Life under the Products. For the avoidance of doubt, OnePath Life is not an RSE licensee and legally not able to issue interests in superannuation funds, and the Trustee is not a licensed insurer and legally not able to issue insurance policies. OnePath Life does not issue, underwrite or guarantee the superannuation interest described in this PDS. The Trustee is not responsible for the operation, nor is the issuer of, the insurance policies and any associated programmes or discounts issued or offered by OnePath Life.

This PDS provides important information that will help you understand the types of insurance benefits available and the tax treatment that may apply, your options for meeting the costs of the insurance, and the potential risks of holding insurance through superannuation.

While the Trustee has determined that insurance cover can be held through superannuation, this does not mean that it is suitable for your personal situation, objectives or needs.

# INTRODUCING THE PRODUCTS

The Trustee provides members with access to death and disablement insurance cover within superannuation. Your account does not have an account balance and is not subject to investment returns.

The Trustee accepts contributions to pay the premiums for insurance policies held through the Products, subject to the terms and conditions summarised in this PDS.

The insurance benefits available through the Products have been designed for consumers with certain objectives, financial situations and needs. Not all insurance benefits are suitable for all consumers and you need to consider, with the help of any financial adviser, whether they are right for you to continue to hold. A target market determination for the Products sets out key attributes, the needs and objectives it is intended to address, eligibility requirements, financial capacity expectations, some key exclusions and how it is to be sold. You can find this document on the OnePath Life website at [onepath.com.au/tmd](https://onepath.com.au/tmd).

## INSURANCE BENEFITS AVAILABLE

The Products provide a range of insurance options which may include:

- Life insurance – providing cover for death and terminal illness;
- Total and Permanent Disablement insurance (TPD) – providing cover for total and permanent disablement or 'permanent incapacity'.

As a member of the Fund, you may be provided with insurance cover through one insurance product or multiple insurance products. Also, your insurance cover may give rise to multiple superannuation interests ('interests') in the Fund, in relation to a single insurance product or multiple insurance products.

The terms and conditions of the available insurance cover under this PDS, including limitations and exclusions, are described in the policy terms and conditions, the policy schedule and other relevant documentation sent to each member at the time they acquired each of the Products and from time to time. A copy of the policy schedule can be requested from OnePath Life.



## HOLDING INSURANCE COVER THROUGH SUPERANNUATION

It is important to note that there are differences between holding insurance cover directly from OnePath Life and holding insurance cover through a superannuation account. These differences include:

- When you have insurance cover through superannuation, the Trustee is the owner of the insurance policy and holds it on your behalf as the life insured.
- Insurance cover held through superannuation is subject to superannuation law which governs the type of insurance benefits that can be provided via a superannuation fund. These rules do not apply to insurance cover obtained directly by you outside of superannuation.
- Not all the insurance features (including definitions) benefits or options available in respect of insurance cover apply to insurance cover held through superannuation. For example, TPD insurance through superannuation cannot be based on your permanent incapacity to perform your own occupation only.
- To the extent premiums are paid to superannuation as a contribution (i.e. not rollovers), the contribution may be deductible against your income if you lodge a valid 'Notice of intent to claim or vary a deduction for personal super contributions' and the Trustee issues an acknowledgement of that notice. The Trustee can generally claim a tax deduction for premiums paid to OnePath Life in respect of insurance.
- If you have a complaint relating to insurance cover held in the Products, OnePath Life will assist with the processing of such complaints in line with the Trustee's complaint handling process amended from time to time.

Members should refer to the terms and conditions, the policy schedule and other relevant documentation sent to them at the time they acquired each of the Products and from time to time. These explain which insurance benefits are not included, or are subject to additional terms, when held through superannuation.

The suitability of insurance cover held via the Fund depends on your individual circumstances. The Trustee and OnePath Life are unable to provide personal financial advice to you in relation to insurance cover through superannuation.

Members may consider obtaining personal financial advice if they wish to renew their cover, to ensure they understand the features of the product in relation to their personal objectives, financial situation and needs, including:

- Insurance benefits provided including when insurance cover starts and ends, minimum and maximum insured amounts and any applicable payment limits.
- The cost of insurance cover.
- The terms and conditions of those benefits, including important definitions.
- Exclusions and restrictions on the payment of those benefits.

As with any insurance provided to individuals, OnePath Life may impose additional conditions, exclusions, restrictions or premium loadings (depending on your personal circumstances) as a condition of the acceptance of insurance cover. These additional terms will be set out in the policy schedule or other relevant documentation sent to you at the time you acquired each of the Products, a copy of which can be provided to you on request.

You should also consider whether you need to consult a financial adviser before deciding to renew your insurance cover and remaining a member of the Fund.

You will only be entitled to a benefit from the Products if a benefit is paid by OnePath Life because an insured event occurs while you are covered under a policy, and you have satisfied a condition of release under superannuation law. See page 6 for more information on conditions of release.

## FEES AND COSTS

### The cost of insurance

The cost of insurance under the Products is referred to as the premium and is determined by OnePath Life. OnePath Life may apply additional costs on the Products as part of the premium. The additional costs may include a policy fee and/or a payment frequency loading. Depending on the Products, premiums can be paid monthly, quarterly, half-yearly or yearly in advance, with the payment frequency loading (if applicable) for a year being higher the more frequent your premium payments are.

The actual cost for you will depend on the insurance cover you select and a range of factors as explained in the policy terms and conditions, the policy schedule and other relevant documentation provided at the time you acquired the Products and from time to time. If you make changes to your insurance cover, the premium will be recalculated at the time the change is made. Please see the section on 'Refunds' (page 6) for more information on how the Trustee must handle premium refunds it receives from OnePath Life.

### Other fees and costs

The Trustee pays the premium (including any policy fee and payment frequency loading, if applicable, charged by OnePath Life and, stamp duty) with amounts you contribute to the Fund.

OnePath Life may pay commissions to your financial adviser from the money it receives. Commissions are not paid by the Trustee and are not additional to these premiums.

OnePath Life also pays a Fund Administration Fee to the Trustee to cover the costs associated with administering the product within the Fund. The Fund Administration Fee is not an additional direct cost to you.

For certain types of contributions, a tax rebate may be available and retained by the Trustee. Please see the section on 'Paying for insurance through superannuation' (page 4) in the PDS under 'Tax on contributions'.

The Trustee does not charge any additional fees or costs to members associated with their membership of the Fund. The Trustee may bill you directly for any liability arising under any government charges or imposts relating to your Fund membership or deduct any such liability from an insured benefit that is or becomes payable to you.

## PAYING FOR INSURANCE THROUGH SUPERANNUATION

Premiums can be paid either by you or your employer making superannuation contributions to the Fund. Some conditions apply to the types of contributions that can be accepted by the Trustee as explained below. Under the administrative arrangements, OnePath Life will accept contributions to the Fund on behalf of the Trustee and then immediately apply the amounts collected to pay premiums.

### Making contributions to superannuation

Depending on the Product, contributions can be paid yearly, half-yearly, quarterly or monthly, and must be in Australian dollars.

As noted above, the frequency of your contributions will determine the amount of the premium frequency loading (if applicable) and premiums charged by OnePath Life.

To pay by credit card or direct debit from an Australian bank account, you must provide a valid authority to enable the contribution to be deducted when due. Any direct debit instruction you provide is subject to the terms of the Direct Debit Request Service Agreement. Cheques are not accepted.

Contributions can only be made with monies not yet paid into the superannuation system. For this reason, it is not possible to pay contributions from a bank account held by the trustee(s) of a self-managed super fund.

As an insurance-only superannuation product without an accumulation balance these accounts do not offer a superannuation savings or investments facility, and the Trustee cannot accept contributions in excess of the premiums due. The Trustee is also unable to accept Government contributions into these accounts, for example government co-contribution and low-income superannuation tax offset. If the Trustee is unable to accept or allocate money to your account, the money will be returned without interest. Any interest earned on the unallocated money while in the Fund's bank account will be allocated to the Fund's General Reserve.

### Eligibility to contribute to superannuation

To make contributions to the Fund, certain conditions must be met under superannuation law, depending on your age and who is making the contribution. Generally, you are eligible to contribute to superannuation on or before the 28th day after the end of the month on which you turn 75, and subject to contribution caps.

Please visit [ato.gov.au](https://ato.gov.au) for more information in relation to work test changes.

If you are not eligible to contribute to superannuation, you may be eligible to apply to convert your insurance cover to a non-superannuation policy. Refer to the policy terms and conditions, the policy schedule and other relevant documentation provided at the time you acquired the Products and from time to time for further information.

Under superannuation law, we cannot accept personal contributions including personal tax-deductible contributions, if we do not hold your Tax File Number (TFN).

To make contributions, certain conditions must be met as determined by the Trustee as set out in this PDS. This includes the condition that you provide us with your TFN when you applied for membership of the Fund.<sup>1</sup>

### **Limits on superannuation contributions made each financial year**

Government contribution caps limit the amount of contributions that can be paid into the superannuation system for you each financial year, whether they are made to one or more superannuation funds. It is your responsibility to ensure you do not exceed these caps. Taxation penalties may apply where these caps are exceeded, usually levied on you directly. For information about the contribution caps, refer to [ato.gov.au](https://ato.gov.au).

### **Tax on contributions**

Generally, the Trustee is required to pay tax of 15% on concessional contributions (employer contributions and, if you are eligible, personal contributions that you advise the Trustee you intend to claim as a tax deduction against your personal income where the Trustee acknowledges your intended claim). Before you can claim a deduction, you will need to give the Trustee a 'Notice of intent to claim or vary a deduction for personal super contributions' form available at [ato.gov.au](https://ato.gov.au).

A tax deduction for personal contributions may only be claimed while you are a member of the Fund. If the form is received after a partial withdrawal or rollover, the deduction can only be claimed on a proportional basis. Premiums paid are generally tax deductible to the Trustee, so that any tax payable on contributions will be offset by the amount of the tax deduction available. If the amount of tax payable on contributions (including personal contributions for which you intend to claim a tax deduction against your income) cannot be met by the Trustee, the Trustee may not acknowledge your intended claim.

An additional 15% tax liability for certain concessional contributions may apply if your combined income and concessional contributions assessed for Division 293 purposes exceed \$250,000 in a financial year. In this case, the ATO will issue you a Division 293 notice. If you receive a notice from the ATO, you should not elect for amounts to be released from the Products, as you do not have an account balance in the Products.

If you pay premiums by making non-concessional contributions (for example, where you are not eligible to claim a tax deduction for personal contributions, the Trustee will not pass on to you the benefit of any tax deduction on premiums.

### **Non-payment of premium**

Contributions must be received when the premium is due for payment. Under the administrative arrangement, OnePath Life will notify you directly of the premium obligations. If contributions are not received by OnePath Life when the premium is due, OnePath Life may be entitled to cancel the insurance after giving notice to you to pay the premium.

If a payment sufficient to meet the amount due is not made by the date notified, OnePath Life will then cancel the insurance cover and you will cease to be a member of the Fund.

The Trustee is not responsible for ensuring your insurance cover does not lapse due to insufficient or late premium payments. You may have to re-apply for insurance cover if it lapses, and any application may be declined or varied. Insurance cover may cease in other circumstances as set out in 'Cessation of cover (and membership)'.

### **Cooling-off period**

Where increases to existing insurance cover is allowed and accepted, OnePath Life provides a 30-day cooling-off period during which time you can cancel your increase in insurance cover for any reason (for example, if you decide that it does not meet your needs). You will be entitled to a refund of the premium paid to OnePath Life in respect to the increase in insurance cover only. Any amount in the Products that is subject to preservation will be repaid by way of transfer to another complying superannuation fund. Please see the 'Refunds' information provided on the following page.

If you wish to use the cooling-off period, you must not have made a claim and must notify OnePath Life (in writing or by phone and include the details of the superannuation fund you would like your refund transferred to – see Customer Care's contact details on page 12) within 30 days of the earlier of:

- the date you receive your copy of the policy schedule from OnePath Life with the increase to the insurance cover; or
- the end of the 5th day after the increase to the insurance cover under the policy commenced.

### **Varying your insurance cover**

As a member of the Fund, you may be able to apply to make changes to your existing insurance (such as vary the amount of insurance cover) at any time.

For example, you may be able to increase the amount of your life insurance, subject to OnePath Life's assessment of your application and approval, and payment of applicable premiums. For information about the documentation needed to vary your insurance cover, speak to your financial adviser or contact Customer Care (see contact details on page 12).

Eligibility criteria and minimum and maximum insurance amounts apply. It is important to know that not all existing insurance amounts can be varied. Refer to the relevant policy terms and conditions and other relevant documentation sent to you at the time you acquired each of the Products and from time to time for information. Any changes will be effective only if OnePath Life accepts your application and will be shown in a revised policy schedule, a copy of which will be provided to you.



### Cessation of cover (and membership)

Insurance cover ceases in certain circumstances as described in the policy terms and conditions and other relevant documentation sent to you at the time you acquired each of the Products and from time to time, including termination of the insurance policy by you (in writing or phone, by a notice provided to OnePath Life), on your death or when the benefit expiry date is reached.

Where a policy is cancelled or lapses, your membership in the Fund will also cease upon the issue of the exit statement.

For further information about the cessation of cover, members should refer to the disclosure documents previously provided to them while a member of the Retirement Portfolio Service, which can be obtained on request by contacting Customer Care (see contact details on page 12).

### Refunds

Superannuation contributions received into the Products (which the Products cannot accept or retain because it is an insurance-only superannuation product and does not offer a superannuation savings or investments facility) are subject to superannuation preservation rules. In cases where a premium is refunded by OnePath Life to the Trustee (for example, a part refund of a yearly premium where insurance cover is cancelled before the next policy anniversary, the refund must be rolled over to another complying superannuation fund unless you satisfy a condition of release.

The Trustee may also voluntarily transfer amounts to the ATO in certain circumstances where the Trustee believes it is in the best interests of that member.

Should an amount be transferred to the ATO:

- the ATO will be able to proactively transfer that amount to a person's active superannuation account; and
- information about ATO-held superannuation will be available to members at [ato.gov.au](https://ato.gov.au) or through a myGov account linked to the ATO.

The Trustee will provide members with prior written notice of transfers to the ATO.

## BENEFIT PAYMENTS AND TAX

Death, terminal illness and total and permanent disability benefits can only be paid to eligible members in the form of a lump sum.

To claim a benefit, you must satisfy OnePath Life's claim requirements. For information about this, refer to the relevant policy terms and conditions and other relevant documentation sent to you at the time you acquired each of the Products and from time to time.

OnePath Life will pay the insurance benefit as soon as the requirements in your policy have been satisfied. Payments will not be made under the policy until the Trustee has determined to whom the benefit is to be paid. This might be you, your beneficiary, your legal personal representative or one or more of your dependants. In the case of death benefits, you may nominate your eligible beneficiaries (see page 8).

The Trustee will only pay the amount it is entitled to receive from OnePath Life less any tax that must be withheld. Any benefits paid are treated as superannuation benefits for tax purposes. Where required, tax payable on a benefit will be withheld before an amount is paid by or on behalf of the Trustee. In some cases where a superannuation benefit is payable, the Trustee may direct OnePath Life to pay the benefit directly to a member.

### Conditions of release

There are rules in place to restrict when your super can be accessed. Where the terms and conditions of the insurance policy are met, OnePath Life pays the insurance benefit to the Trustee. These benefits will generally be categorised as preserved amounts and can only be accessed on meeting a 'condition of release'.

Generally, the Trustee pays your benefits from the Fund as a lump sum. Conditions of release include:

- reaching your preservation age and you have permanently retired
- ceasing a gainful employment arrangement on or after reaching age 60
- reaching age 65, whether you have retired or not
- reaching your preservation age (payment restricted to a transition to retirement pension)
- permanent or temporary incapacity<sup>^</sup>
- severe financial hardship<sup>^</sup>
- compassionate grounds<sup>^</sup>
- terminal medical condition<sup>^</sup>
- death

<sup>^</sup> Under superannuation law there are strict qualifying criteria that must be met in each of these circumstances.

### Lump sum benefits

Lump sum benefits will not be paid until the Trustee has determined to whom the benefit will be paid. If a lump sum benefit becomes payable, tax may be deducted before a benefit is paid. Any insurance benefit received by the Trustee from OnePath Life will not attract investment earnings for the period that it is held in the Products, as there is no account balance or investment component for these accounts.

The taxation of lump sum death benefits will depend on the relationship between the deceased member and the beneficiary. If the beneficiary is a dependant (as defined under taxation law) of the deceased member the benefit may be paid free of tax. Otherwise, the taxable component of the death benefit will generally be taxed at up to 15% plus the Medicare levy. If the benefit contains an untaxed element then a tax of 30% plus the Medicare levy can apply. Refer to page 8 for information about who qualifies as a 'dependant'. You should note that an adult child (aged 18 or more) is not a dependant for taxation purposes, unless they otherwise are financially dependent on the deceased member or in an interdependency relationship with the deceased as defined in superannuation law.

When your estate pays the benefit to your beneficiary(ies), your Legal Personal Representative is responsible for the tax arrangements.

The taxation of lump sum benefits that qualify as a permanent incapacity benefit will depend on your age and other circumstances. If you are aged 60 or more, the benefit is generally tax free unless it includes an untaxed element. If you are under age 60, any tax-free component can be received free of tax. The balance of the benefit may be taxable, depending on whether you have reached your preservation age and you meet the taxation definition of Disability Superannuation Benefit.

Your preservation age depends on your date of birth as follows:

Date of birth	Preservation age
Before 1 July 1964	You have already met your preservation age
On or after 1 July 1964	60

If you are at or above your preservation age but under age 60, the taxable component up to the low rate cap amount (\$260,000 for the 2025/2026 financial year, indexed in \$5,000 increments) is received tax free. The taxable component above the low rate cap amount will be taxed at a maximum rate of 15% plus the Medicare levy. If you are under your preservation age, the taxable component of the benefit will be taxed at a maximum of 20% plus the Medicare levy.

In order to meet the taxation definition of Disability Superannuation Benefit, the Trustee will require certificates from two legally qualified medical practitioners confirming that because of ill health, it is unlikely that you can ever be gainfully employed in a capacity for which you are reasonably qualified because of education, experience or training.

Terminal illness benefits that qualify as the payment of a benefit to a person with a terminal medical condition (requiring the Trustee to be satisfied that you are suffering a terminal medical condition as defined in superannuation law) are tax free. This tax treatment applies if, in summary, the following circumstances exist:

- two registered medical practitioners have, jointly or separately, certified that the person suffers from an illness, or has incurred an injury, that is likely to result in the death of the person within a 24-month period after the date of the certification (the certification period);
- at least one of the medical practitioners is a specialist practising in an area relating to the illness or injury suffered by the person; and
- for each of the certificates, the certification period has not ended.

### Proceeds of crime

Generally, your superannuation benefits may not be cashed or rolled over, where the Trustee must comply with a forfeiture order which allows the proceeds of crime to be recovered from your superannuation.

## DEATH BENEFIT NOMINATIONS

**This section of the PDS sets out rules relating to death benefit nominations.** You may nominate your dependants (as defined in superannuation law) or a legal personal representative to receive a lump sum benefit.

If you die while your insurance cover is in force, OnePath Life pays any insurance benefits payable under the policy to the Trustee.

You can nominate who you wish to receive your death benefit in the event of your death by making either a Lapsing (also referred to as Binding) nomination or a Non-lapsing (also referred to as Non-binding) nomination. You can nominate your dependants, your estate (called your 'Legal Personal Representative') or a combination of both.

You cannot nominate beneficiaries who do not fall into one of these categories. It is important to note that at the time the Trustee receives your nomination, the Trustee will not check whether your nominated beneficiary(ies) are your dependants or your Legal Personal Representative.

If your nomination has been accepted and remains valid at the time of claim, it will only apply to the death benefit payable from the Products. It is important that you read the following information so you choose the most appropriate options for you.

### Who is a 'Legal Personal Representative'?

Legal Personal Representative means the executor of the will or administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability, or a person who holds an enduring power of attorney granted by a person, however:

- a. subject to (b) below, a person does not have a Legal Personal Representative unless:
  - a grant of probate has been made,
  - letters of administration have been issued, or
  - such equivalent authority as the Trustee determines for jurisdictions outside Australia has been conferred on a person, and
- b. if the Trustee is reasonably satisfied that the value of the estate is less than the amount which the Trustee from time to time specifies as the 'probate limit', then the Trustee may for all purposes treat a person who does not meet the criteria in (a) but who the Trustee is reasonably satisfied will, in practice, be informally performing the role of executor or administrator as if they were the Legal Personal Representative.

### Who can be a dependant?

Under superannuation law and the Fund's Trust Deed, a dependant includes:

- your spouse which includes another person (whether of the same sex or a different sex) with whom you are in a relationship that is registered under a State or Territory law and a person who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple;
- your child (including an adopted child, a stepchild, or an ex-nuptial child, a child of your spouse, or someone who is considered your child under family law);
- any other person who the Trustee believes is or was at the time of your death, financially dependent on you;
- any other person with whom you have an 'interdependency relationship at the time of your death' (see below).

### Interdependency relationship

Two people (whether or not related by family) have an 'interdependency relationship' if:

- they have a close personal relationship; and
- they live together; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with domestic support and personal care, but not if one of them provides domestic support and personal care to the other under an employment contract or a contract for services or on behalf of another person or organisation such as a government agency, a body corporate or a benevolent or charitable organisation.

An interdependency relationship can also exist where two people who (whether or not related by family) have a close personal relationship but do not meet the other criteria listed above because either or both of them suffer from a physical, intellectual or psychiatric disability or they are temporarily living apart. The Trustee will rely on superannuation laws to determine the circumstances that two persons have an interdependency relationship.

### Nominating a beneficiary

You can nominate, cancel or change your nominated beneficiaries by completing the Trustee's Nomination of beneficiaries form available at [onepath.com.au](https://onepath.com.au) or by contacting Customer Care on 133 667. For your nomination to be effective, you will need to comply with all legal requirements outlined in the following paragraphs.

Your nomination may be, or become, invalid if certain events occur. Refer to the following sections for further information about these events. You should revise your nomination if any of these events occur. You should review your nomination regularly to ensure it is still appropriate for you. It is very important that you keep your nomination up-to-date and in line with your personal circumstances so it continues to be effective.

Your Annual Statement provides details of any nominations you have made.

### 1. Lapsing nomination (Binding)

If you give the Trustee a Lapsing nomination that satisfies all legal requirements, the Trustee must pay your Death Benefit to the beneficiaries you have nominated and in such proportions as you have specified, provided:

- each nominated beneficiary is a dependant or your Legal Personal Representative at the time of your death
- your Lapsing nomination is current when you die, i.e. the form containing the nomination has been confirmed or amended within three years after the day it was first signed, or last confirmed or amended by you;
- your Lapsing nomination is in writing and two persons over the age of 18 years who are not nominated beneficiaries have witnessed you signing your nomination.

### 2. Non-lapsing nomination (Non-binding)

This is the nomination of a beneficiary(ies) that, if it satisfies all legal requirements, will not expire over time, and the Trustee is required to pay your money to your nominated beneficiary(ies) in the proportions you have specified. This is subject to the nominated beneficiary(ies) being either a dependant at the time of your death or your Legal Personal Representative (estate) and your non-lapsing beneficiary nomination being current at the time of your death.

However, it will become invalid if you subsequently marry, enter into a de facto spouse or like relationship with a person of either sex, or become separated on a permanent basis from your spouse or partner since the nomination was made.

### 3. No nomination, invalid nomination or cancelled nomination

If you choose not to make a nomination, do not make a valid nomination, or cancel your existing nomination, or to the extent your nomination is defective (i.e. does not meet a requirement under the trust deed or superannuation law), the Trustee will pay your death benefit to your Legal Personal Representative if your estate is solvent. If there is no Legal Personal Representative, or your estate is insolvent, the Trustee will pay your Death Benefit to your spouse (if more than one spouse, in equal shares).

If you do not have a spouse, the Trustee will pay your Death Benefit to one or more of your dependants (as determined by the Trustee) and if no dependants, the Trustee will pay your Death Benefit in accordance with the relevant law.

If you do not have either a Lapsing or Non-lapsing nomination, or you nominate your Legal Personal Representative as a beneficiary, you should consider making a will or altering your will to cover your death benefit.

## RISKS OF HOLDING INSURANCE THROUGH SUPERANNUATION

There are risks you should consider before deciding to hold insurance through superannuation, including:

- In addition to the terms and conditions of the applicable insurance policy which govern the grant of insurance cover, and payment of benefits, by OnePath Life to the Trustee, insurance benefits through superannuation are also subject to superannuation law and the Brighter Super Trust Deed. In relation to the insurance benefits provided by the Trustee, if there is any inconsistency between the applicable insurance policy and the Trust Deed, the Trust Deed prevails.
- The Trustee can only pay you a benefit if you satisfy a condition of release.
- If you change your mind about an increase in insurance cover that you applied for (during the cooling-off period – see page 5) you will not usually be able to obtain a refund of premiums in cash (preservation rules mean that the refund will usually have to be paid to another superannuation product).
- A benefit paid from superannuation is a benefit for tax purposes. Depending on your tax circumstances, it may be subject to more tax than would otherwise apply if the benefit was paid from the same insurance held outside of superannuation.
- Limits apply to the amount you can contribute to superannuation each year. Any contributions you make to the Fund in order to pay premiums will reduce the amount you may be able to contribute to other superannuation accounts you hold for retirement savings purposes.
- Taxation or superannuation law may change in the future, altering the suitability of holding insurance in superannuation.

These are risks of holding insurance through superannuation. For details on the risks applicable to the insurance itself, please refer to and consider the information provided on risks within the relevant policy terms and conditions and other relevant documentation sent to you at the time you acquired each of the Products and from time to time.

## YOUR FINANCIAL ADVISER

This superannuation product (including the insurance available through the Products) is closed to new members. Your financial adviser can assist you to make an application to vary the amount of existing insurance cover. If an increase application is accepted, OnePath Life may pay your financial adviser an additional commission for selling the increase in insurance cover to you. You can obtain details from your financial adviser of any commission paid. The commission is paid by OnePath Life out of insurance premiums it receives from the Fund. You do not pay any additional amount for this commission. Commissions are not paid by the Trustee.

If your financial adviser lodges an application on your behalf, the financial adviser is required to confirm that they have authorisation to act as your agent. It is your responsibility to ensure that the information provided to OnePath Life and the Trustee by your financial adviser is accurate and complete. The Trustee and OnePath Life will rely on the accuracy of the information provided.

**New applications for membership of the Products are not available.**

## TAX FILE NUMBER COLLECTION

Collection, use and disclosure of Tax File Numbers (TFNs) by superannuation funds is authorised under superannuation law. The Trustee will only use your TFN for purposes authorised by law. The purposes may change in the future as a result of legislative change. The Trustee and any third party engaged by the Trustee to provide superannuation administration services ('third party administrator') relating to this product are authorised to collect your TFN under super laws.

The purposes currently authorised include:

- taxing benefit payments at lower rates than may otherwise apply;
- passing your TFN to the ATO;
- allowing the Trustee to provide your TFN to another superannuation provider if your super benefit is transferred to that provider. However, the Trustee will not do so if you advise in writing that you do not want it to be passed on;
- accepting all permitted types of contributions to your account(s); and
- locating accounts in the Fund or, with your consent, consolidating certain accounts within the superannuation environment.

Declining to quote your TFN is not an offence, however, if you do not provide your TFN:

- the Trustee cannot accept contributions made by you or someone on your behalf (other than your employer);
- certain concessional contributions and other amounts may be subject to an additional no-TFN tax;
- you may pay more tax on your superannuation benefits than you have to; and
- it may be more difficult to find your superannuation benefits if you lose contact with your superannuation fund.

As a consequence, the Trustee has determined that it will not accept your application for membership of the Fund until you provide your TFN.

### Incorrect TFNs

The ATO may notify us of any incorrect TFNs we have recorded on our system. If your TFN is incorrect, we will endeavour to contact you and/or your employer or financial adviser (where authorised) to request a correct TFN. If we are unable to obtain a correct TFN for you:

- the incorrect TFN will be removed from our system;
- you may be charged 'no TFN-quoted contributions tax' on concessional contributions;
- we may be required to refund any personal contributions; and
- you will receive a notice from the ATO advising that we hold an incorrect TFN for you and what the tax consequences of this may be for you.

In these circumstances, the Trustee may be unable to continue to pay the premiums, and your insurance may be cancelled after OnePath Life provides the required notice.



## TRUSTEE PRIVACY POLICY

The Trustee respects the privacy of your personal information. You can find out how we use and protect your personal details by getting a copy of our Privacy Policy at [brightersuper.com.au/about-us/governance/reports-and-policies/privacy](https://brightersuper.com.au/about-us/governance/reports-and-policies/privacy). A paper copy of our Privacy Policy can be provided free of charge on request.

The way in which OnePath Life collects, uses and discloses your personal and sensitive information (personal information) is explained in Zurich's Privacy Policy available at [onepath.com.au/insurance/privacy-policy](https://onepath.com.au/insurance/privacy-policy). Please refer to the relevant policy terms and conditions and other relevant documentation sent to you at the time you acquired each of the Products and from time to time for information on how your personal information will be used.

## ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF) REQUIREMENTS

Under anti-money laundering and counter-terrorism financing requirements in Government legislation, you may be required to provide proof of identity before you can access your benefits in cash. This is known as 'customer identification and verification' requirements.

These requirements may also be applied by the Trustee from time to time in relation to the administration of your superannuation benefits, as required or considered appropriate under the Government legislation. You will be notified of any requirements when applicable. If you do not comply with these requirements there may be consequences for you, for example, a delay in the payment of your benefits.

If requested, you agree to provide additional information and assistance and comply with all reasonable requests to facilitate the Trustee's and OnePath Life's compliance with AML/CTF laws in Australia or an equivalent law in an overseas jurisdiction and/or its internal policies and procedures.

You undertake that you are not aware and have no reason to suspect that:

- the money used to fund the insurance is derived from, or related to, money laundering, terrorism financing or similar activities (illegal activities); and
- proceeds of insurance made in connection with this product will fund illegal activities.

As a member of the Fund, you consent to the Trustee disclosing, in connection with AML/CTF laws and/or its internal policies and procedures, any of your personal information as defined in the *Privacy Act 1988* (Cth) we have.

In certain circumstances, we may be obliged to freeze or block a payment receipt or benefit payment where it is used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the monitoring that is required by AML/CTF laws and/or its internal policies and procedures. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify the Trustee and OnePath Life if they are found liable to a third party in connection with the freezing or blocking of a payment or benefit payment.

## WHO TO CONTACT

In the first instance, enquiries should be directed to:

### Customer Care

**Telephone:** 133 667  
**Customer portal:** [onepath.com.au/myonepathlife](https://onepath.com.au/myonepathlife)  
**Website:** [onepath.com.au/about-us/contact-us](https://onepath.com.au/about-us/contact-us)  
**Post:** OnePath Life  
C/- Zurich Australia Limited  
Locked Bag 994  
North Sydney NSW 2059

### Claims

**Telephone:** 1300 555 250  
**Customer portal:** [onepath.com.au/myonepathlife](https://onepath.com.au/myonepathlife)  
**Post:** OnePath Life  
C/- Zurich Life Claims  
Locked Bag 994  
North Sydney NSW 2059

You should be aware that all telephone conversations with you or your financial adviser are recorded.

### Privacy Officer

#### Brighter Super Trustee

**Telephone:** 1800 444 396  
**Email:** [privacy@brightersuper.com.au](mailto:privacy@brightersuper.com.au)

## WHAT TO DO IF YOU HAVE A COMPLAINT

Superannuation law requires the Trustee to take all reasonable steps to ensure that complaints are properly considered and dealt with within 45 days unless an alternative timeframe applies (for example, a complaint about a death benefit distribution must be resolved within 90 days of the end of the 28-day objection period).

If you have a complaint, Customer Care is your first point of contact for raising complaints or providing feedback. You can contact OnePath Life directly via phone, email or in writing and OnePath Life will resolve your issue fairly, respectfully and efficiently, and will keep you informed of their progress.

If you're not satisfied with the response to your complaint, your concerns will be escalated to OnePath Life's Complaints Resolution Team who will work closely with you to find a solution quickly and amicably.

OnePath Life's contact details can be found in the 'Who to contact' section of this PDS.

You can also contact Brighter Super Trustee, the contact details for the Complaints officer are:

**Email:** [complaints@brightersuper.com.au](mailto:complaints@brightersuper.com.au)  
**Telephone:** 1800 444 396  
**Post:** Complaints Officer  
Brighter Super Trustee  
GPO Box 264  
Brisbane QLD 4001

You may wish to refer the matter directly to the Australian Financial Complaints Authority (AFCA), which provides an independent dispute resolution service that is free to consumers. However, please note that AFCA will usually refer the complaint back to the Trustee for resolution through the Trustee's complaints handling process.

Contact details for AFCA are as follows:

#### The Australian Financial Complaints Authority

**Online:** [www.afca.org.au](https://www.afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Telephone:** 1800 931 678  
**Post:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Time limits or other limits may apply to complaints to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when a time limit relevant to your circumstances expires, or information about other limits.

Further details about the complaints handling process, are available on request by contacting Customer Care.

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**Brighter Super Trustee**

ABN 94 085 088 484, AFSL 230511, RSE L0000178  
Level 20, 333 Ann Street, Brisbane QLD 4000  
GPO Box 265, Brisbane QLD 4001

**Zurich Australia Limited (OnePath Life)**

ABN 92 000 010 195, AFSL 232510  
Customer Care: 133 667  
Risk Adviser Services (for use by financial advisers only): 1800 222 066