



Reference Guide:

Death benefits

A death benefit is payable from your Accumulate Plus or Retirement Access account in the event of your death. This benefit is generally your account balance, plus an insurance benefit if payable from an Accumulate Plus account, less any tax that may apply. The benefit may be paid to any one or more of your dependants and/or your estate. If you have specific wishes for who should receive a death benefit, it's important that you make a valid non-lapsing death benefit nomination.

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The information in this document forms part of:

- *Product Disclosure Statement (PDS) for Accumulate Plus for Group Employee, Retained Benefit and Spouse members* dated 1 July 2023
- *PDS for Retirement Access* dated 1 July 2023.

You should read this Reference Guide in conjunction with the relevant PDS – it's not intended to be read as a document in its own right.

This document was prepared and issued by Commonwealth Bank Officers Superannuation Corporation Pty Limited (ABN 76 074 519 798, AFSL 246418, RSEL L0003087), the trustee of Commonwealth Bank Group Super (the fund) (ABN 24 248 426 878, RSER R1056877, USI (for Accumulate Plus) and SPIN OSF0001AU).

We may change features of the fund as described in this Reference Guide at any time. We'll notify you of changes that adversely affect you as required by law. If changes aren't materially adverse, we may issue an Update Notice before or after the change occurs, instead of updating the Reference Guide. It's possible that changes may occur in the future without prior notice to you.

The information in this Reference Guide is general information only and doesn't take into account your individual objectives, financial situation or needs. You should consider the information and how appropriate it is to your own objectives, financial situation and needs before making a decision about the product.

You can obtain the most recent PDS, Reference Guides and Update Notices free of charge from our website oursuperfund.com.au/pds, or call our Helpline for a copy. You should seek professional advice tailored to your personal circumstances from an authorised financial adviser.

The target market for these products can be found in the product's *Target Market Determination* at oursuperfund.com.au/tmd.

Taxation considerations are general and based on present taxation laws and may be subject to change. You should seek independent, professional tax advice before making any decision based on this information. The trustee is not a registered tax (financial) adviser under the Tax Agent Services Act 2009. You should seek tax advice from a registered tax agent or a registered tax (financial) adviser if you intend to rely on this information to satisfy the liabilities or obligations or claim entitlements that arise, or could arise, under a taxation law.



Contents

Looking for help or advice?	2	Claim process	3
Make sure your benefit goes where you want it to go	2	Lodging a claim	3
Eligible beneficiaries	2	Assessment of beneficiaries	4
Important things to know about a non-lapsing death benefit nomination	3	Assessment of a death insurance benefit	4
If you die without a valid non-lapsing death benefit nomination, including a beneficiary that's no longer valid	3	How a death benefit is paid	4
		Tax applies for benefits paid to non-dependants	5
		Who is a dependant under tax law?	5

Looking for help or advice?

We've arranged a team of financial advisers to provide advice to you over the phone. There's no additional cost to you to use this service for advice about your Accumulate Plus account. For example advice about super contributions, investment options or insurance cover. This is known as intra-fund advice. A fee may apply if advice is provided outside the intra-fund scope. For example, consolidating accounts – the adviser will let you know these details beforehand if this is the case. To get started, call our Helpline on **1800 023 928** and ask to speak with the Advice team¹.

You may choose any licensed financial adviser to provide advice about an account in our fund. Then you can direct us to deduct the agreed advice fee from your Accumulate Plus or Retirement Access account balance. Some conditions apply. This may make it easier to pay for financial advice, as fees are paid from your super account rather than your take-home pay. However, please be aware deducting this fee reduces the value of your super.

 Visit oursuperfund.com.au/advice

Make sure your benefit goes where you want it to go

Unlike your other types of assets, your super doesn't automatically form part of your estate to be distributed under instructions if you have a Will. Instead, there are laws that govern how a death benefit can be paid and who it can be paid to.

If you'd like more certainty about who would receive a death benefit from your super, you should make a valid non-lapsing death benefit nomination with us. This is a legal instruction that directs us to pay the death benefit to the eligible person or people, in the proportions you nominate.

Without your valid non-lapsing nomination at the time of your death, we have discretion to pay the death benefit. This means we could make payments to any one or more of your dependants and/or estate in any proportion.

If you have more than one Accumulate Plus and/or Retirement Access account in our fund and you make, amend or revoke a non-lapsing nomination, that change applies to **any and all** of those accounts. It also overrides any previous binding or preferred nomination you may have made on another account(s) in Accumulate Plus or Retirement Access.

Eligible beneficiaries

Under super law, you can only nominate certain people as a beneficiary for your super. To remain a valid beneficiary, each person that you nominate must still meet one of these definitions at the date of your death.

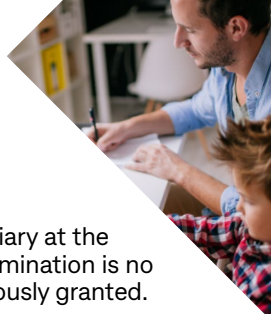
You can nominate any one or more of the following:

- **your spouse**, who must be (i) a person who is legally married to you, (ii) a person of the same or opposite sex with whom you are in a relationship that is registered under a prescribed state/territory relationships register, or (iii) a person of the same or opposite sex who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple
- **your child**, which includes (i) your natural, adopted, ex-nuptial or step-child, (ii) the natural, adopted, ex-nuptial or child of your 'spouse' (as defined above), or (iii) a child born to you or your 'spouse' (through artificial conception or surrogacy)

A person is generally considered to be your step-child only while that child's natural parent is your 'spouse' (as defined above). If the child's natural parent is not your spouse at the time of nominating a beneficiary or at the time a death benefit becomes payable, then the child generally isn't considered a valid beneficiary. For example, you're no longer married or in a de facto or registered relationship at the time of the nomination or the time of death

- a person with whom you have an **interdependency relationship**. According to super law, this exists between two people where (i) 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, or (ii) they have a close personal relationship and one or both of them suffer

¹ Advice is provided by Mercer Financial Advice (Australia) Pty Ltd (ABN 76 153 168 293, AFSL 411766).



from a physical, intellectual or psychiatric disability (as a result of which they do not live together, nor provide financial or domestic support to each other)

- a person who, in the opinion of the trustee, is **wholly or substantially financially dependent** on you, or who has a legal right to look to you for financial support
- your **legal personal representative**, i.e. the executor or administrator of your estate, who then distributes the death benefit along with your estate.

Important things to know about a non-lapsing death benefit nomination

- If we consent in writing to your non-lapsing nomination and deem it as valid, it remains binding on us and we must follow the nomination in the event of your death. However, a person's validity as a beneficiary may change between the date you make a nomination and the date of your death. For example, in the event of a divorce or relationship breakdown or a change in dependency circumstances. If you've nominated a person who no

longer meets the criteria of a valid beneficiary at the date of your death, that portion of your nomination is no longer valid, despite any consent we previously granted.

- If you make, amend or revoke a nomination, it overrides any previous death benefit nomination that you've made for your Accumulate Plus or Retirement Access account.
- A nomination can be updated or revoked at any time by completing a new *Non-lapsing death benefit nomination* form, available from oursuperfund.com.au/forms.
- You must sign a *Non-lapsing death benefit nomination* form in the presence of two witnesses, who must also sign the form on the **same** day as you. Each witness must be at least 18 years old and must not be a beneficiary that you've named on the form.

To nominate a beneficiary



Complete our *Non-lapsing death benefit nomination* form (oursuperfund.com.au/forms) - this nomination must be witnessed, so you cannot make or update it online; we must receive an original of your form.

If you die without a valid non-lapsing death benefit nomination, including a beneficiary that's no longer valid

We have the discretion to pay your death benefit to any one or more of your dependants and/or your legal personal representative if, at the time of your death, **any** one of the following applies:

- you haven't completed, or we haven't received and consented to, a valid non-lapsing death benefit nomination
- you've revoked your last non-lapsing death benefit nomination and you haven't made a new non-lapsing death benefit nomination
- we consider, for any reason, that any part of your non-lapsing death benefit nomination isn't sufficiently clear to allow us to pay a benefit to one or more people you've nominated. In this case the proportion that would

otherwise have been payable to that person is payable at our discretion

- one or more people you've nominated on your non-lapsing death benefit nomination isn't a valid dependant or legal personal representative. In this case the proportion that would otherwise have been payable to that person is payable at our discretion
- you previously nominated a beneficiary for your account under non-binding rules, e.g. a binding death nomination that has now expired or a preferred beneficiary nomination
- we determine that the whole of your non-lapsing death benefit nomination is otherwise invalid.

Claim process

We understand that it's a difficult time when someone needs to claim for a death benefit. During such a time, we want our claims process to be as simple as possible.

Lodging a claim

It's important that someone notifies us as soon as possible after the death of a member. While each claim is unique, there are steps we need to take and information we need to collect. In some cases, this may take some time to complete, however we try to work with your beneficiaries and/or representatives for a claim as quickly as possible.

To make things as easy as possible, a claim can be initiated by calling our Helpline on **1800 023 928**. Our claims

team will collect some initial information. Then they can send out a claims pack outlining any other information that we need to collect. This includes information that the insurer may require if there is death cover attached to the member's account.

Important note about investment of an account balance

When we receive notification of a death, the account balance remains invested in accordance with the investment selection that was in place prior to death. This is either the last investment selection that you, or your power of attorney if applicable, had provided to us prior to death. Or if no selection or investment choice was made, the default Balanced investment option continues.



There is no change to the investment selection except in the following circumstances:

- For a Retirement Access Transition to Retirement Income Stream (TRIS) account, we must convert the account to the rules of an Account-Based Pension on notification of death. Investment returns on an Account-Based Pension are tax-free, so to accommodate this change in tax, we automatically switch the account balance. This converts from the taxable TRIS investment option(s) into the equivalent non-taxable (non-TRIS) investment option(s). There's no change to the balance as a result of this switch and the overall features of the non-taxable options mirror the existing TRIS options.
- For an Accumulate Plus account, if an insurance benefit is payable, that benefit is deposited into the account and invested in the Cash option. This deposit happens regardless of other options you have selected for your account.

Assessment of beneficiaries

Once we receive any required information and documents, the death claim is assessed by the fund. Our main responsibility is to consider the beneficiary or beneficiaries of the death benefit payment.

In some cases, there may be a valid non-lapsing death benefit nomination for the account. As part of our assessment, we must ensure that each nominated person is still a valid beneficiary under super law (pages 2 to 3). If all beneficiaries remain valid, the death benefit must be paid in accordance with the non-lapsing nomination.

If there's no non-lapsing death benefit nomination, we must consider anyone who meets a definition of an eligible

beneficiary. Once we determine eligible beneficiaries, at our discretion, then we decide how to distribute the death benefit. This assessment can also take time to complete.

Important! Consideration of beneficiaries can take some time to complete, even when there's a non-lapsing death benefit nomination, depending on the people and relationships involved. We must generally notify any dependant or relevant person about the claim process and the potential death benefit distribution, and they may decide to object.

Where there's a non-lapsing death benefit nomination, an objection only applies to whether a nominated person meets the definition of being an eligible beneficiary. The objection to a non-lapsing death benefit nomination does not apply to whether the nominated person is paid a death benefit nor to the payment percentage nominated.

Assessment of a death insurance benefit

For Accumulate Plus accounts with death cover, the insurer must also assess if an additional benefit is payable under the terms of our policy.

Any insurance benefit that's payable is deposited into your account and invested in the Cash investment option. This happens regardless of other options you have selected for your account. The insurance benefit forms part of the overall death benefit, along with the account balance. This means that the account balance is not paid separately or to different beneficiaries.


 Read our *Reference Guide: Insurance cover (Death & TPD)* for more information.

How a death benefit is paid

A lump sum death benefit from an Accumulate Plus or Retirement Access account is paid to the beneficiaries nominated by your valid non-lapsing death benefit nomination. Otherwise the benefit is paid at our discretion to any one or more of your dependant(s) and/or legal personal representative in other circumstances.

If you have no eligible dependants or legal personal representative, we have discretion about who receives your death benefit lump sum.

Before paying a death benefit, we require information to establish the identity of potential beneficiaries. If we can't appropriately verify a beneficiary under identification or anti-money laundering laws, we may be required to delay or be unable to make the payment.

 Read our *Reference Guide: General information* for more information.

The beneficiary of a death benefit may choose to roll over, or transfer, some or all of the lump sum to begin a **death benefit income stream**.

To be eligible to begin a death benefit income stream, the beneficiary must be one of the following:

- your spouse, financial dependent or person with whom you had an interdependency relationship, all as defined on page 2
- your child, providing they're under age 18, or under age 25 and financially dependent on you or have a certain type of disability.

If the beneficiary doesn't meet one of these eligibility criteria, the death benefit can only be paid as a lump sum.

A Retirement Access pension account in our fund can't pay death benefit income streams. However, a lump sum death benefit that is payable from Accumulate Plus or Retirement Access may be rolled over. This rollover can be made to another super fund to begin a death benefit income stream if the beneficiary is eligible.



Tax applies for benefits paid to non-dependants

A death benefit from Accumulate Plus or Retirement Access is paid as a lump sum. Tax may be payable depending on whether the beneficiary is your dependant or non-dependant as defined by tax laws.

If paid to a...	The following tax applies...
Tax dependant	The whole benefit is tax-free
Tax non-dependant	<ul style="list-style-type: none"> No tax is payable on the tax-free component. The taxable component (taxed element) is taxed at 17%. The taxable component (untaxed element) is taxed at 32%

Tax rates include 2% Medicare levy and assume a valid TFN has been provided. If the beneficiary's marginal tax rate is lower than the applicable tax rate above, they may be entitled to a tax rebate.

Who is a dependant under tax law?

The definition of dependant under tax laws and super laws may be different. This means that not everyone who is a valid dependant in order to receive a death benefit from your super will be considered a tax dependant. When considering the tax implications of a death benefit, you should consider the relevant definition that applies under tax laws.

Under tax law, a beneficiary is your dependant if at the date of your death they are:

- your current or former spouse, including a de facto spouse of the same or opposite sex
- your child who is under age 18, or your child who is over 18 and financially dependent on you
- any other person with whom you had an interdependency relationship
- any other person who was your dependant, which ordinarily means someone who was financially dependent on you.