


# EXCESS BUSTER INSURANCE

Combined Financial Services Guide and  
Product Disclosure Statement



 1800 776 473

 [www.pd.com.au](http://www.pd.com.au)

  
ONLINE PET & CAR INSURANCE

## Financial Service Guide (FSG)

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# FINANCIAL



## SERVICE GUIDE

## About the insurer and the providing entity:

The insurer is Pacific International Insurance Pty Ltd ABN: 83 169 311 193, AFSL: 523921, an Australian insurance company regulated by the Australian Prudential Regulation Authority.

## What this FSG tells you:

This FSG provides information about Pacific, the financial products and financial services (products and services) it provides and on what basis it provides these products and services. This FSG is designed to assist you in deciding whether to use any of these products and services.

The Product Disclosure Statement (PDS) in Part B of this document tells you the information a person would reasonably require for the purpose of making a decision about whether to acquire any product or service described in the PDS.

In this FSG “you” and “your” mean the applicant for a PD Insurance Excess Buster Insurance policy and, if a policy is issued, the insured. The PD Insurance Excess Buster Insurance PDS is set out in Part B of this document. The PDS contains information about the benefits and significant characteristics of the product and is aimed to assist you in making an informed decision about whether to buy the product or not. Before you acquire the product, you should read the PDS carefully and use it to decide whether to purchase the product.

This FSG is part of a combined PDS and FSG document, which includes Pacific’s policy terms and conditions.

## Products and services Pacific is authorised to provide:

Pacific's AFSL authorises them, among other things, to issue and vary general insurance products, handle claims and to give general financial product advice in relation to general insurance products, to retail clients. Pacific do not act on your behalf when they do any of those things.

Pacific's AFSL do not authorise them to provide personal advice to anyone. Any advice Pacific gives will not take into account your personal objectives, financial situation or needs. You should carefully consider whether you should get advice regarding your personal objectives, financial situation or needs. If you do, you should seek advice from a licensed or authorised financial adviser.

The principal product Pacific offers as at the date of this FSG is Motor Vehicle Insurance in Australia. Further information on the product Pacific can be obtained from Pacific's website.

## Remuneration information:

Pacific, as issuer, is paid the premium for this Excess Buster Insurance Policy if you purchase it. The premium amount is agreed with you before the product is purchased. Pacific's employees are paid a market salary that may include bonuses based on performance.

Pacific and its staff may also receive non-monetary benefits such as sponsorships of conferences and functions, and meals and entertainment.

Pacific closely monitors these activities to ensure they do not create conflicts of interest. This remuneration is included in

the premium or other payment you pay Pacific.

## Compensation and insurance arrangements:

Pacific is authorised under the Insurance Act 1973 to carry on general insurance business.

This Act contains prudential standards to ensure Pacific's financial promises are met. This requirement is regulated by APRA and so is exempt under Corporations Regulations from putting in place compensation and insurance arrangements.

## Privacy policy:

We are committed to ensuring the privacy and security of your personal information.

We have set out under 'Protecting your privacy' clause on page 11 of the PDS how we adhere to our Privacy obligations.

## Complaints:

If you have a complaint about the financial services provided by Pacific, you can find information on how your complaint can be resolved in the 'If you have a complaint' section on page 10 of the PDS (Part B of this document).

## Who is responsible for this document?:

Pacific is responsible for Part A and Part B of this document.

**PART B**



**PRODUCT**



**DISCLOSURE STATEMENT**

## Introduction:

This document is a Product Disclosure Statement (PDS) for our Excess Buster Insurance Policy.

This PDS was prepared 5 October 2021 and is issued by:

Pacific International Insurance Pty Ltd  
PO Box 550 Kotara NSW 2289  
Phone: 1800 776 473

The PDS has been prepared to assist you in understanding the key features of the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. This PDS also provides full details of the terms, conditions and limitations of the insurance cover.

Any advice contained in this PDS is general only and does not take into account your individual circumstances. Please feel free to contact us if you have any questions that require clarification.

### ABOUT THE INSURER:

The insurer of this policy is Pacific International Insurance Pty Ltd (Pacific) (ABN 83 169 311 193). Pacific is licensed in Australia by The Australian Prudential Regulation Authority (APRA).

### OTHER PROVIDING ENTITIES:

For full details on providing entities please refer to the FSG (Part A of this document).

### FINANCIAL CLAIMS SCHEME:

Pacific is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial

promises made by Pacific are met within a stable, efficient, and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Pacific and the policy. If Pacific were to fail and were unable to meet their obligations under the policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or the APRA hotline on 1300 558 849.

## Your Duty of Disclosure:

Before you enter into an eligible contract of insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

### YOUR DUTY NOT TO MAKE A MISREPRESENTATION:

It is your duty to take reasonable care not to make a misrepresentation with anything you tell us.

This applies to all policies including renewal, or if you extend, vary or reinstate your insurance contract.

### IF YOU DO NOT TELL US SOMETHING:

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.



**WHO NEEDS TO TELL US:**

It is important you understand you are answering our questions in this way for yourself and anyone else who you want to be covered by the policy.

**EXCLUSIONS:**

The policy will not provide insurance cover under certain circumstances. You should read the PDS in full and make yourself aware of all the exclusions that apply.

**CONDITIONS:**

You must meet certain terms and conditions for your insurance cover to apply. For example, you must pay the premium. You should make yourself aware of all the conditions that apply by reading the PDS in full.

**LIMITS OF COVER:**

Our liability is limited to the amount shown in the Schedule that we will issue to you and any limits shown in the policy wording.

**COST OF THE POLICY & PAYING FOR THE INSURANCE:**

The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total amount that we calculate when considering all of the factors which make up the risk. The total cost of your policy is shown on your Schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Emergency Services Levy (if relevant).

**WHAT HAPPENS IF YOU DO NOT PAY THE PREMIUM OF YOUR POLICY BY THE DUE DATE:**

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date.

Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

**Other Costs, Fees and Charges:**

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

**GST:**

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

**MAKING CHANGES TO YOUR POLICY:**

If you need to make any changes to your policy, please contact us on 1800 776 473 or email [customerservice@pd.com.au](mailto:customerservice@pd.com.au)

**CHANGING YOUR ADDRESS:**

You must notify us immediately if you change your address. This means if you relocate either temporarily or permanently, you must advise us in writing immediately. Failure to notify us may result in a claim not being paid. If you want to change any other information or details in your policy please contact us on 1800 776 473 or email [customerservice@pd.com.au](mailto:customerservice@pd.com.au)

The change will only be effective if:

- we agree to make the change; and
- you pay us any additional premium required; and
- we confirm in writing the change is effective.

**COOLING OFF PERIOD:**

If, after reading your policy, you are not satisfied with the cover, you may cancel this

policy within 14 days of receiving it and obtain a full refund less any non-refundable government charges and taxes that we have paid.

You may notify us in writing or electronically. If you make a claim for any incident within the 14-day period, you must pay your annual premium in full.

### **CANCELLATION:**

You may cancel this policy at any time by notifying us in writing. If you cancel this policy, a cancellation fee may apply. We may cancel the policy where we are entitled to by law.

Further details about cancellation are shown in Cancellation of the Policy section in the PDS.

## **Dispute resolution process:**

### **HOW WE RESOLVE YOUR COMPLAINTS:**

We welcome every opportunity to resolve any concerns you may have with our products or service.

#### **STAGE 1: LET US KNOW ABOUT YOUR CONCERNS**

Get in touch with one of our customer service consultants about your concerns, and they'll do their best to resolve them. When you make your complaint please provide as much information as possible, to assist us to resolve your matter quickly. Where we can't resolve your concern immediately we will resolve it within 15 business days.

Call us on 1800 776 473 or visit [pd.com.au](http://pd.com.au) for more options to get in touch.

#### **STAGE 2: CONTACT INTERNAL DISPUTE RESOLUTION COMMITTEE**

If we haven't responded to your complaint within 15 business days, or if you're not satisfied with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution

(IDR) review by the IDR Committee.

Post: PO Box 550, Kotara NSW 2289

Email: [IDR@pd.com.au](mailto:IDR@pd.com.au)

Call: 1800 776 473

The IDR Committee will provide in writing our final decision within 15 business days of your complaint being escalated, unless we've requested an extension from you and you've agreed to give us more time.

### **STAGE 3: SEEK AN EXTERNAL REVIEW OF OUR DECISION**

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you may contact the Australian Financial Complaints Authority (AFCA) at:

Phone: 1800 931 678

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

The AFCA service is provided to you free of charge. A decision by AFCA is binding on us but is not binding on you. You also have the right to seek further legal assistance.

## Privacy:

Pacific respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Pacific treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Pacific collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Pacific services or promotions from time to time.

At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information. In order to provide its insurance services Pacific may need to share your information with third parties including your agent and Pacific's reinsurers and claims providers (for a full list see Pacific's privacy policy).

In accordance with Pacific's privacy policy you may obtain access at any time to information that Pacific or its service providers hold on you. If you would like to contact Pacific about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means: obtain the privacy policy online at

- [www.pacificintins.com.au/](http://www.pacificintins.com.au/)
- by phone 1800 776 473
- by email to [insurance@pacificintins.com](mailto:insurance@pacificintins.com)
- by letter to Privacy Officer, PO Box 550, Kotara NSW 2289

## Excess Buster Insurance Policy:

### INTRODUCTION:

This is your Excess Buster insurance PDS. Please read it carefully to ensure that it meets your needs. If you have any queries, please contact us. Your policy is a contract of insurance between you and us.

Your policy is made up of:

- this PDS;
- the most current Insurance Certificate issued by us;
- any endorsements; and any other change advised by us in writing.

Please keep your policy documents in a safe place.

### DEFINITIONS:

The following definitions apply in this policy:

**Cover Period**- means period of time you are covered by this insurance. It is shown on your Insurance Certificate.

**Insurance Certificate** - means the certificate of insurance document we give you which sets out the details of your insurance cover. You will receive an Insurance Certificate when you first take out your insurance and again if the policy is changed.

**You or Your** - means any person, company, or firm named in the Schedule as the Insured.

**We, us or our** - means Pacific International Insurance Pty Ltd (Pacific) (ABN 83 169 311 193)

### WHAT IS COVERED:

If you pay your premium and fulfil the conditions of your contract of insurance, we will provide you with cover for the period of insurance as shown on your most recent Schedule in accordance with the terms and conditions described in this PDS.

We will cover payment of the standard excess amount you are responsible for on your PD Insurance motor vehicle policy when you have a valid claim against it, and your claim has been accepted by PD Insurance resulting in the standard excess being payable.

The amount we will pay is the limit shown in your Insurance Certificate.

For you to qualify for the excess buster payment, your claim against your PD Insurance motor vehicle insurance policy must be:

- a. Valid in terms of your policy rules;
- b. For an sum greater than the standard excess applicable; and
- c. Accepted and approved by PD Insurance.

You can claim once every Cover Period.

Any insured vehicle covered under this policy must be specified in your Insurance Certificate.

## What is not covered:

None of the covers provided by this policy apply to, and we will not pay any claim for, loss, damage, or liability that arises or results from an accident, incident, or loss:

CATEGORY	EXCLUSIONS
<i>Territory and Policy Period</i>	<ul style="list-style-type: none"><li>• that occurs outside Australia;</li><li>• that does not occur within the policy period indicated on your current insurance certificate.</li></ul>
<i>Nuclear</i>	<ul style="list-style-type: none"><li>• involving, or caused directly or indirectly by, the accidental or intentional use, existence, discharge, dispersal, release, or escape of any nuclear or radioactive material.</li></ul>
<i>War and hostilities</i>	<ul style="list-style-type: none"><li>• involving, or arising out of, any hostilities, rebellion, riot, civil commotion, an act of terrorism or war - whether war has been formally declared or not.</li></ul>
<i>Consequential loss or damage</i>	<ul style="list-style-type: none"><li>• that is, consequential financial loss, such as lost profits, compensation for distress, anxiety, inconvenience or other non-financial loss.</li></ul>

## General Conditions:

These conditions apply to your policy. If you do not comply with any of these conditions, we may refuse to pay a claim that you make under the policy or reduce the amount that we pay.

### WHAT YOU MUST PAY:

You must pay the premium.

### THE LAW THAT APPLIES TO THIS POLICY:

Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the State or Territory where this policy is issued.

### INTERPRETATION:

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

### NOTICES:

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

### IF YOU SELL OR GIVE AWAY YOUR VEHICLE:

This policy comes to an end without any notice to you, if you sell or give away your vehicle. You should advise us in writing of the disposal of your vehicle ([customerservice@pd.com.au](mailto:customerservice@pd.com.au)) and we will cancel your policy and refund the premium due to you from the date of sale.

### IF THE VEHICLE IS A TOTAL LOSS:

This policy comes to an end and there is no refund of any portion of your premium if the vehicle listed in the Schedule is deemed a total loss and is not replaced under the

PD Insurance motor vehicle policy noted in the Schedule.

### CESSATION OF POLICY:

Your Policy will come to an end once we have accepted Your claim under this policy.

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## Making a Claim:

### WHEN YOU NEED TO MAKE A CLAIM:

Before we can settle any claim under your policy the premium for the entire Cover Period as shown on Your Insurance Certificate must be paid in full.

Once we have accepted the claim under the PD Insurance motor vehicle policy noted in the schedule, we will offset the standard excess payable under the PD Insurance motor vehicle policy against the cover provided under this Excess Buster policy. You will not be required to do anything further.

## Cancellation of the Policy:

You can cancel this policy at any time by notifying us in writing.

- You make a misleading statement to us when you apply for your insurance;
- You fail to tell us anything you should tell us when you apply for this policy, or when you change or reinstate this policy;
- You fail to comply with a provision of this policy;
- You fail to pay the premium for this insurance;
- You have made a fraudulent claim under this policy or under some other contract of insurance (whether with us or some other insurer) that provides insurance cover during any part of the period of the policy.

If your policy is cancelled, we are entitled to keep a pro rata proportion of the premium for any period during which the policy has been in force.

If you have requested the cancellation, we may also charge or deduct a cancellation fee from any refund (unless cancelled during the cooling off period).



Contact us at [pd.com.au](http://pd.com.au)  
or email us at [customerservice@pd.com.au](mailto:customerservice@pd.com.au)  
PO Box 550, Kotara NSW 2289