

Insurance. Simple.

Thank you for choosing Cove.

You've joined an insurance brand that was created by a small team of insurance and technology nerds who are passionate about fixing insurance and reimagining what's possible.

Brothers Andy and Rob, along with mate Brett, decided insurance in New Zealand wasn't quite what they believed it should be, and that Kiwis had grown to not trust their insurer.

Cove was created to change that. Thanks for joining us on our journey.

Andy Coon

My Cove

All Cove customers get access to My Cove, where you can see all your policies and manage them 24/7.

From My Cove, you can:

- Amend your personal details
- Make changes to your policy
- Lodge a claim
- Buy additional policies
- Cancel a policy
- Refer a friend
- Update your payment details

My Cove is the quickest way to get anything done with Cove. If you do need help however, our staff are always available to help.

If this is your first policy with Cove, your login details will be delivered shortly via email.



Hi Jacinda, welcome to your Cove



Name:	Jacinda Gile
Date of Birth:	08/07/1967
Home address:	328 Glenfie
Phone:	+ Add your
Email:	jacinda@gn
Password:	••••• <u>Cha</u>



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Queries

If you have any queries about your policy or ever need to make contact, you can do so by either:

- Visiting or chatting with us at coveinsurance.co.nz
- Emailing us at support@coveinsurance.co.nz
- Calling us on 0800 26 83 47

Claims

To make a claim or to enquire about a claim already made:

- Head online to coveinsurance.co.nz, or
- Call us on 0800 268 347 option 1

Breakdown

• For breakdown assistance at any time call us on 0800 268 347 option 2

INTRODUCTION TO THIS PACK

This is your comprehensive car insurance policy administered by Cove Limited and underwritten by Aioi Nissay Dowa Insurance Company Limited, a company licenced to carry out insurance business in New Zealand. This pack provides you with all the necessary information to understand this important agreement.

The pack includes three main components

(1) Key Features

This section provides an overview of your cover at a glance – it contains generic information about the cover that can also be found on our website or when talking to our employees. It provides a plain English explanation of the cover provided. It is not specific to you and the policy wording must be read in full to understand the specific details of what we can and cannot cover under this agreement.

(2) Your policy schedule

The policy schedule is our understanding of you and the item(s) being insured. This is the information you have provided when you took out the policy, or sometime since, and on which we have based our pricing and terms of cover. It is critical that this is reviewed on a regular basis to ensure all the information is correct at all times. Failure to notify us of changes to any of this information may result in claims being declined and your cover being affected. Please note this is provided as a separate PDF document, you can find it in <u>My Cove</u> whenever you need it.

(3) The policy wording

This section provides all the terms and conditions of cover. Some of this is the same across all Cove policies, some are specific to this policy only, and some are specific to you. We've tried to keep this as simple as possible, but if you're unsure about any aspect of the policy you should contact us to discuss.

Reading and interpreting this document

Defined Words	Important messages	Headings	Singular vs Plural	Legislation
Words with special meaning specific to this contract are indicated in the text in italics and are defined in the right column on each page they appear, or in the section 'Important words applicable to all cove policies'.	Clauses that hold extra importance are shown in borders. These clauses are part of your contract and should be interpreted the same way.	The headings in this document are for reference only and do not form part of it. They are not to be used when interpreting your policy.	Any reference to the singular includes the plural and vice versa.	Any reference to an Act of the New Zealand Parliament includes any amendments to or regulations made under the Act or substitutions of the Act.

Unsure or wish to change your mind

We provide a 14-day free look period. If you find the cover you have chosen is not what you want, you can cancel your policy within 14 days of the policy starting and we will refund all money paid, provided no accidents or losses have occurred and you have not made any claims or become entitled to make any claims. You can cancel your policy online via the <u>My Cove portal</u>, by talking to us on <u>live chat</u>, <u>emailing us</u>, or even by calling us.

KEY FEATURES OF THIS POLICY

Here is a summary of the cover offered by your policy. This summary does not form part of the policy. Full details of what is and what isn't covered and what you must and mustn't do are provided in the relevant sections of the policy wording:

What's covered		
Damage to your car	If your car is damaged due to an accidental event, your policy covers the repair costs or, if it can't be repaired, the agreed value.	<u>24</u>
Theft of your car	If your car is stolen and not recovered, your policy covers you for the agreed value.	24
Property of others	Your policy covers your legal responsibilities for the damage you may cause to other people's property as a result of an accident up to \$20,000,000.	<u>25</u>
Accidental death or bodily injury to others	Your policy covers your legal responsibilities, including any reparation awarded, for the death or injury of another person as a result of an accident up to \$250,000.	<u>25</u>
Accident site costs	If we've accepted a claim, we'll also pay up to \$1,000 for clearing the accident site and removing the vehicle.	<u>30</u>
Driving other cars	We'll cover your liability if you've borrowed someone else's car – we won't cover the car you're driving though so ensure the owner is fully covered before setting off.	<u>30</u>
Emergency accommodation costs	If your car can no longer be driven as a result of an accident for which we have accepted a claim, we'll pay up to \$1,000 toward the costs for transporting you and your passengers to your address or final destination or for overnight accommodation.	<u>30</u>
Keys and locks	If your keys to your car have been lost or stolen, we'll pay up to \$1,000 for replacing the key or locks.	<u>31</u>
Loss to trailers	If any trailer owned by you or in your care, custody or control suffers accidental loss, we'll pay up to \$1,000 for repairs or a replacement.	<u>31</u>
New car replacement	If, at the time of accidental loss, your car is not more than 12 months old from new and you are the first owner, we will supply a new car of the same make and model if your insured car cannot be repaired.	<u>32</u>
Not at fault excess waiver	If another driver, that we can identify, causes damage to your car and we agree that they are at fault, we will not require you to pay an excess for your claim.	<u>32</u>
Replacement car	If you're replacing a car already insured with us with a similar one, we'll automatically cover it for a short amount of time to give you time to get in touch with us and arrange cover.	<u>32</u>

Optional extras (only	included when listed in the "Optional extras you have purchased are" section of the policy schedule)	
Courtesy car hire	Provides an alternative vehicle if yours is off the road due to an event covered by this policy.	<u>33</u>
Cove roadside assist Provides emergency assistance should you breakdown.		<u>34</u>
No excess for car glass	If the only damage to your car is a broken or chipped windscreen or window your policy covers the repair costs and you don't have to pay an excess.	<u>35</u>
What's not covered (These a	re only some of the things that are not covered. Please refer to the policy wording for a full list of exclusions)	
Your excess	The first amount of any claim which you must pay. The amount of the excess is shown in the policy schedule.	<u>20</u>
Alcohol and drugs	 Your car is not covered if your car is being driven by or is in the control of an insured person who is: affected by drugs (either prescribed or not) or alcohol or has a percentage of alcohol in their breath or blood that is higher than the legal limit; and/or refuses to supply a breath or blood test or undergo any test when requested to do so. 	<u>26</u>
Distracted driving	Your policy does not provide cover if at the time of the accident the driver or person in control of your car was using a handheld mobile phone, navigation device, or other communication device.	<u>26</u>
Drivers under 21 years of age	Your car is not covered when it is being driven by any driver under 21 years of age.	<u>26</u>
Financial reward	There is no cover if your car was damaged whilst being hired out, or you received financial reward or payment for the use of your car.	<u>26</u>
Incorrect Fuel	Damage to your car is not covered if caused by the incorrect type of fuel or additive being used	<u>27</u>
Mechanical and electrical breakdown	Any failure of the car that is mechanical, electrical or electronic is not covered.	<u>27</u>
Modified cars	Your car is not covered if your car has been modified.	<u>27</u>
Regular drivers not listed	Anyone who drives your car once per month or more on an ongoing basis must be listed on your policy to be covered at claim time.	<u>28</u>
Roadworthiness	Your policy does not provide cover if at the time of the accident your car was in an unsafe, unroadworthy or illegal condition.	<u>28</u>
Unlicensed drivers or breach of licence conditions	There is no cover under the policy if the driver of the vehicle is not legally allowed to drive in New Zealand, is in breach of their licence conditions, or is driving against the advice of medical professionals.	<u>29</u>
Vehicle use	The conditions of this policy will be considered breached if, at any time, the vehicle is used for business or commercial purposes, irrespective of how the vehicle was being used at the time of loss.	<u>29</u>

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	Cover under this policy is provided in New Zealand only.	<u>24</u>
How do I make a claim		
	If anything happens that might lead to you making a claim you must:	<u>36</u>
	 tell us as soon as possible, giving us full details of what has happened and who was involved, you can do this online or by calling us on 0800 268 347 option 1 tell the Police as soon as possible in the case of burglary, theft, vandalism, malicious damage or you suspect the loss has been caused by any other criminal act 	
	 provide us with all the information we need to assess your claim make sure all the information you provide us is true, correct and you have not missed out or withheld any information. 	
How do I make changes to t	he policy or cancel it?	
	If you have any queries about your policy or ever need to make contact, you can do so by either:	<u>13</u>
	 Visiting or chatting with us online at <u>www.coveinsurance.co.nz</u>; or Emailing us at <u>support@coveinsurance.co.nz</u>; or Calling us on 0800 26 83 47 	
	For 24/7 self-service, you can also make changes to your policy via the <u>My Cove portal</u> . You can do things like:	
	• Update your contact details e.g. your phone number, email and home address, or	

YOUR POLICY WORDING

Navigating this policy wording

Section	Description	Page
Important words applicable to all Cove policies	To improve understanding and prevent confusion we've defined words that are important to us.	<u>10</u>
Conditions applicable to all Cove policies	There are a number of responsibilities you have that must be observed in order to be covered by Cove, these are recorded here as well as important processes like renewing or cancelling your policy.	<u>11</u>
Exclusions applicable to all Cove policies	You'll find the things we can't cover under any Cove policy in this section.	<u>18</u>
What we cover	This section tells you what the policy covers when it comes to your vehicle as well as to other people's vehicles and property that you might damage or costs that you might be responsible for as a result of a claim under the policy.	<u>24</u>
What we don't cover	Here, you'll find exclusions that are specific to this car insurance policy.	<u>26</u>
Additional benefits	In addition to the base cover there are a number of benefits that are included in the policy automatically. Usually these are for indirect costs that you may incur as a result of a claim, or they bring in limited cover for events that would otherwise be excluded from the policy.	<u>30</u>
Optional benefits	To allow customers to customise their policy to suit their personal needs, some benefits need to be puirchased seperately to be included in your policy.	<u>33</u>
Making a claim	Where the rubber hits the road. If you have an accident or your vehicle has been damaged or stolen, this is the section that will help you through the claim process.	<u>36</u>
Making a complaint	We may not get it right every time. If you need to make a complaint the instructions for how to do this are here.	<u>41</u>
More information about us	This section provides our financial rating, details of our underwriter and our support of the Fair Insurance Code.	<u>43</u>

IMPORTANT WORDS APPLICABLE TO ALL COVE POLICIES

Use of defined words

Cove attempts to use plain English wherever possible as we believe this is the essence of keeping your insurance simple and easy to understand. Sometimes, however, we need to define words to ensure there is no ambiguity in their interpretation come claim time. On the right-hand side of each page in this document you will find any special words on that page defined right there next to where the word is used.

Some words we use a lot and in all of our policies. We have popped them here for easy reference, and to make sure we're not repeating ourselves time and time again and overwhelming you.

You'll see the words with a Cove specific definition in *italics* throughout the document. If you are unsure of how this definition may impact you or your cover with Cove please contact us and we'll happily have a chat.

Accident / Accidental

means a sudden happening that is unforeseen and unintended by *you* or the *insured person*.

Application

means the information provided by *you* to *us* when *you* requested a quote or purchased this insurance *policy* from *us*.

Excess

means the first amount of any claim which *you* must pay.

Event

means an *accident* or series of *accidents* arising from one source or original cause.

Liability

means the amount an *insured person* shall become legally liable in New Zealand to pay to a third party as compensation and/or *reparation*.

Loss

means physical loss, physical damage or destruction.

Policy

means your contact with Cove which includes:

- your *application* and any other information *you* provided to *us*;
- this policy wording; and
- the policy *schedule* and any subsequent endorsement notices.

Schedule

means the supplementary document titled 'Your Cove policy schedule'.

We / our / us

means Cove Limited for and on behalf of Aioi Nissay Dowa Insurance Company Limited.

Your / You

means the person, persons, or entity named as the policy holder in the *schedule*.

CONDITIONS APPLICABLE TO ALL COVE POLICIES

Your contract of insurance

This insurance *policy* is *your* insurance contract with *us*. It tells *you* what *we* will and will not do, what *you* must and must not do, and explains the terms and conditions of the cover that *we* offer. This contract also includes the information *you* gave *us* when *you* applied for this *policy*.

If the *schedule* shows an Annual policy billing type then *your policy* is an annual *policy* and the *term* of *your policy* is shown on the *schedule* as 'Your period of cover'. Unless *we* decide not to offer *you* renewal, *we* will remind *you* that *your policy* is due to renew no less than 14 days prior to the end date shown in the *schedule*. To renew *your policy*, *you* will be required to pay the premium owing prior to the end of the current *term*.

If the *schedule* shows a Monthly policy billing type then y*our policy* is a monthly *policy* and the initial *term* of *your policy* is shown on the *schedule* as 'Your period of cover'. Unless *we* decide not to offer *you* renewal, *we* will continue to renew *your policy* each month until *you* tell *us* to cancel *your policy* or *we* cancel *your policy*. *You* can request a new *schedule* showing the current *term* of insurance at any time online via the My Cove portal or by contacting *us*.

We recommend *you* review this cover periodically to ensure it remains adequate for *your* needs; be sure to notify *us* of any changes that may impact *our* decision to offer insurance cover and on what terms.

You will always have access to this document via the My Cove portal.

Your responsibility to comply with the policy

All of *your policy* conditions must be complied with by *you* and any other person *we* insure under this *policy*. If *you* fail to comply, *we* may be entitled to:

- reject payment of a claim;
- reduce a claim payment; or
- cancel your policy or treat it as though it never existed.

Term

means the period of time shown under 'Your period of cover' in the policy *schedule*.

Your duty of disclosure and providing accurate information

Please check *your policy* details carefully to make sure the information *you* gave *us* is shown correctly and the cover *you* selected meets *your* needs. *We* have offered and will continue to offer this *policy* using the information *you* have given *us*. *You* must tell *us* if this information is not correct or changes in the future. If *you* are not sure whether *you* need to tell *us* about something just call *us*. If *you* don't tell *us* and the information is incorrect or changed, *you* may find *you* have no cover when *you* most need it.

Things we need to know include details and information about you, your car and any regular drivers, such as;

- any criminal convictions not subject to the 'clean slate scheme' under the Criminal Records (Clean Slate) Act 2004;
- any bankruptcy or insolvency;
- any traffic violations including speeding tickets, dangerous or reckless driving, drink-driving or drug driving;
- any disqualifications from driving or licence suspensions;
- any refusal by an insurance company to insure you or any regular driver of your car,
- any claims, including any claims that were declined by an insurance company;
- any accidents or history of losses whether you or any regular driver of your car were insured at the time or not;
- the regular drivers of your car;
- if you are a parent insuring your child's car in your name;
- any *modifications* to *your car*; and
- using *your car* for business activities, for example *you* use *your car* to visit clients, as a taxi or Uber, to carry tools or equipment, or allow it to be used for car-sharing.

All statements and answers, whether by you or anyone else, must be true when you:

- (a) apply for or renew this *policy*; and
- (b) notify us regarding any change in circumstances; and
- (c) make any claim under this *policy*.

These conditions apply to anyone else who may be entitled to claim under this *policy*.

We may re-assess *our* decision to offer this insurance or change the cover *we* give *you* and the premiums *we* require *you* to pay when *we* are told about changes.

We may cancel your policy immediately if you have made a false or dishonest claim or statement, or you are failing to act in good faith. In these circumstances, there will be no refund of premium already paid.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Modifications

means any change to your car's original configuration or specification, other than *accessories*, which may include additional or alternative:

- engine components that enhance performance (e.g. turbochargers or over-sized injectors), including exhaust system upgrades or reprogrammed ECUs; or
- bodywork components (e.g. flared arches, sideskirts, spoilers); or
- interiors (e.g. seats, stereos); or
- suspension, wheels, brakes, tyres; or
- paintwork, signwriting, decals, wraps or artwork; or
- mag or alloy wheels or stereo systems with a replacement value exceeding the Stereo and Mag Wheels limit shown in the schedule.

Regular driver

Any person who uses *your car* once a month or more on an ongoing basis.

Policy changes or cancellation

You may change the terms of this policy at any time as long as we agree the change before it takes effect.

You may cancel this *policy* at any time after the free look period (as described in the introduction to this pack 'Unsure or wish to change your mind' section).

If *you* chose to cancel this *policy*, and the *schedule* shows a Monthly policy billing type there will be no refund of premium already paid, however a premium credit for the *unused time on risk* (if any) will be placed on *your* customer account with Cove and can be redeemed on any new *policy* purchased with Cove within 90 days of the cancellation of the old *policy*. The voucher is non-transferrable and if it is not redeemed in the 90 days it is forfeited outright and cannot be reinstated for any reason.

If *you* chose to cancel this *policy*, and the *schedule* shows an Annual policy billing type *we* will provide a refund for the *unused time on risk* less a reasonable processing fee to cover *our* administration costs.

If *your car* cannot be repaired because it is uneconomic or unsafe to repair or it has been stolen and not recovered, and *we* pay *you* the *agreed value* as settlement in *your* claim with *us, we* will automatically cancel the *policy* from the date of loss. There will be no refund of premiums paid prior to the date of loss.

We may cancel, not offer renewal, or change the terms of this *policy* (including the *excess* or premium) by writing to *you* at *your* last known email address no less than 14 days before the action is due to take effect.

Agreed value

Means the total amount for which *you* have chosen to insure *your car* and *accessories* and shown as 'Your sum insured' in the *policy schedule*.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

Unused time on risk

means the number of whole days remaining between the date of expiry and the end date of the *term*.

Renewing your policy

If the *schedule* shows a Monthly policy billing type, *we* will continue to renew *your policy* each month unless *you* tell *us* to cancel *your policy* or *we* cancel *your policy* or *we* tell *you* that *we* are not offering to renew *your policy*, as described in the clause '*Policy* changes or cancellation' above. *Your* payment of the premium each month confirms that *you* agree to renew *your policy*. If *you* do not pay *your* premium when we attempt to collect it each month, *your policy* will lapse, in which case *you* will be without cover.

If the *schedule* shows an Annual policy billing type, *we* will contact *you* no less than 14 days before *your policy term* is due to end and *we* will either offer *you* renewal or tell *you* that *we* are not offering to renew *your policy*, as described in the clause '*Policy* changes or cancellation' above. *Your* payment of the premium *we* request confirms that *you* agree to renew *your policy*. If *you* do not pay *your* premium when *we* attempt to collect it, *your policy* will lapse, in which case *you* will be without cover.

We recognise that non-payment is sometimes accidental and so we may try, but are not obliged, to attempt further collection from you for up to fourteen days after the end of the *term* to ensure you are not without cover.

If *you* have not contacted *us* to pay the premium due within these 14 days, *your policy* will be treated as if it had lapsed on the date the missed premium first became due. If *your policy* lapses, cover under this *policy*, or a new policy with Cove, cannot recommence without *our* agreement.

If *you* pay the premium within this fourteen-day period, *your policy* will be treated as if it renewed on the date the missed premium first became due providing that in this period *you* have not become aware of any *loss* or circumstance occurring that might result in a claim being made under this insurance. Where *you* become aware of such *loss* or circumstance, *you* must contact *us* before *we* can confirm cover: failure to do may result in claims relating to the undisclosed *loss* or circumstance being declined or, possibly, the *policy* being treated as if it had never existed.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

Your personal information

We collect and keep the personal information you give us, as this is necessary for us to:

- Confirm *your* identity;
- Assess *your* application for insurance;
- Manage *your policy*;
- Process any claim you make.

Should *you* choose not to provide *us* with *your* personal information, this may affect *your* eligibility for insurance cover and/or approval of any claim.

Your personal information may be shared with Government agencies (where *we* are required to do so by law), and *our* insurance partners, including reinsurers, reinsurance intermediaries, contractors and contracted service providers engaged to deliver *our* services or carry out certain business activities on *our* behalf, to enable *us* to provide and manage *your policy* and any claim *you* make. Some of *our* insurance partners may be located outside New Zealand. The countries in which these insurance partners may be located will vary from time to time, but may include Japan, Bermuda, the United States, the United Kingdom, Singapore, Hong Kong, Australia and other countries where *we* operate.

If *you* make a claim, *we* may record details of the claim on relevant insurance industry databases.

In entering into this contract, *you* agree that *we* may use *your* personal information from time to time to send *you* offers or information relating solely to *your policy* and *our* products that may be of interest to *you*. If *you* do not wish to receive such information, please contact *us* via <u>support@coveinsurance.co.nz</u> to 'opt out'.

You are entitled to a copy of the personal information held by *us* about *you* and to correct or update *your* personal information. If *you* would like to see this information, please contact *us* via <u>support@coveinsurance.co.nz</u>.

Take reasonable care

You must keep your car in a good state of repair and take reasonable care to protect and maintain your car and to avoid legal liability.

The *insured person* must:

- maintain the *car* to a warrant of fitness standard at all times; and
- take all reasonable steps to prevent *accidents*, injury or *loss*; and
- safeguard *your car* from *loss* at all times, including after any *accident*. This includes, but is not limited to, leaving the *car* unlocked and/or the keys in the *car* when unattended.

Your claim or that of any other person covered under this *policy* will not be covered if *you* or they are reckless or grossly irresponsible.

Joint insurance

If more than one person is named as the *policy holder* or the *policy holder* is a trust, *we* will treat a statement, act or omission by any one of these people as a statement, act or omission by them all. This means that a change to or breach of this *policy* by any one person affects everyone covered by this *policy*.

Interested parties

You must tell us if any party or entity, such as a bank or finance company, has a financial interest in any of the property insured under this *policy*.

We may pay all or part of the claim proceeds to them, and any such payment satisfies *our* obligations to *you* in respect of that payment.

By notifying *us* of the interested party, *you* authorise *us* to disclose personal information about *you* to this party. A party who *we* record as having a financial interest under this *policy* is not insured by this *policy* and has no rights to claim directly under this *policy*.

If the property is owned by anyone other than *you*, such as the trustee(s) of a family trust, *you* must notify *us* so *we* can ensure that the correct party(s) or entity(s) are named as the *policy holder* in the *schedule*.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Policy holder

means the person, persons, or entity named as the policy holder in the *schedule*. This is the equivalent to *you*.

Other people's obligations

Any other person entitled to cover under this *policy* must meet all of the conditions and obligations that *you* are required to meet, where applicable.

Goods and Services Tax (GST)

All amounts noted in *your policy* include GST.

Governing law

Your policy is governed by New Zealand law and the New Zealand Courts have exclusive jurisdiction over any legal proceedings commenced in relation to it.

EXCLUSIONS APPLICABLE TO ALL COVE POLICIES

Accepted liability

There is no cover under this *policy* for *liability* which the *insured person* has agreed to accept, in circumstances where the *insured person* would not otherwise have been liable.

ACC

There is no cover under this *policy* for any amount that is covered under the Accident Compensation Act 2001 (the Act) or would be covered but for:

- a failure by any person to notify a claim to the Accident Compensation Corporation within the time required by the Act;
- a failure by any person to claim any amount that person is or could be entitled to under the Act;
- a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part.

Animal and pest damage

There is no cover under this *policy* for any damage caused by:

- insects, vermin, or rodents; or
- any domestic pet pecking, biting, clawing, scratching, tearing or chewing *your car*, or *damage* caused by their vomit, urine or excrement.

This exclusion does not apply to *damage* caused by an animal other than those above that becomes accidentally trapped inside *your car.*

Betterment

There is no cover under this *policy* for betterment. If *we* choose to repair *your car* and this will result in an improvement to *your car* beyond *your* entitlement under this *policy*, *you* must pay for the value of that improvement before the repair commences.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Damage

means *loss*: physical loss, physical damage or destruction.

Civil commotion/riot

There is no cover under this *policy* for *loss* or liability and defence costs connected in any way with civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, military or usurped power.

Confiscation

There is no cover under this *policy* for any *loss* or liability directly or indirectly arising from or in any way related to confiscation, requisition, acquisition, destruction or damage to property by the order of the Government or a local authority, unless for the controlling of a peril covered under this *policy*.

Deliberate damage

Your policy does not cover malicious or intentional damage caused by an *insured person* or anyone who normally lives at, or is lawfully at *your* home or has access to *your car*.

Depreciation

There is no cover under this *policy* for depreciation or loss or reduction of value of *your car* whether or not following repair.

Drug contamination

Your policy does not cover the contamination the pollution or contamination of *your car* caused by the manufacture, storage, use, consumption or distribution of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.

Electronic data

Your policy does not cover *loss, liability,* costs or expenses from any cause whatsoever, regardless of any other contributing cause or *event* whenever it may occur for:

- the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of *electronic data*;
- any error in creating, amending, entering, deleting, or using *electronic data*; or
- the total or partial inability or failure to receive, send, access or use *electronic data* for any time or at all.

Excess

Your policy does not provide cover for your excess, unless otherwise stated.

Faults and defects

There is no cover under this *policy* for *loss* due to fault, defect, error or omission in design or construction defects in workmanship, or any process of cleaning, renovation or restoration.

Fines, penalties and legal costs

Your policy does not cover:

- legal costs and expenses relating to any charge or offence; or
- any fine or penalty; or
- any punitive or exemplary damages.

Gradual damage

There is no cover under this *policy* for rust, corrosion, rot, mildew or gradual deterioration, unless otherwise stated in the *policy*.

Electronic data

means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Joint insurance

If more than one person or entity is insured under this *policy*, they are insured jointly. A breach of the *policy* by one of them is a breach by all.

Loss of use and consequential loss

There is no cover under this *policy* for loss of use of *your car* or any consequential loss.

Nuclear materials and events

Your policy does not cover loss, liability or expense directly or indirectly caused by or contributed to or arising from:

- nuclear weapons material;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter.

Operation of law

Your policy does not cover *loss* or *liability*, or resultant *loss* or *liability*, arising directly or indirectly out of or connected in any way with lawful seizure, confiscation, nationalisation, requisition, repossession, destruction of or damage by or under the order of any government or public or local authority.

Other insurance

Your policy does not cover *loss* or *liability* where cover is provided by any other insurance, not provided by *us. You* must tell *us* as soon as *you* are aware of any other insurance that provides the same or similar cover as provided by *your policy*.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories;* while they are in or attached to *your* car or while they are being used in connection with it.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Sanctions

Your policy does not provide cover for *loss, liability*, claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *us* to any sanction, prohibition or restriction in any applicable jurisdiction.

Terrorism

Your policy does not cover loss, liability, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

Theft by associates

Your policy does not cover any loss for theft or burglary by an insured person or anyone who normally lives at, or is lawfully at your home, or has access to your car or your car keys.

Unrepaired damage

Your policy does not cover any pre-existing damage to your car that has not been repaired at the time this policy starts.

War

Your policy does not cover loss or liability directly or indirectly occasioned by happening through or in consequence of:

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war;
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Act of terrorism

means any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and /or to put the public or any section of the public in fear.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its accessories;

while they are in or attached to *your* car or while they are being used in connection with it.

Theft

means *loss* caused by the unlawful taking or attempted taking of the *car* with the intention to deprive the owner of possession, whether temporarily or permanently.

Wear and tear

Your policy does not cover *damage* that is solely cosmetic in nature or directly associated to the usual aging of the *car*. This includes but is not limited to, damage by sunlight and minor scratches, chips, dents or scuffing that occur through standard use of the *car* over time.

Weather and disaster standdown

There is no cover under this *policy* for any *loss* that occurs within 48 hours of the start date of *your policy term* caused by a natural disaster, storm (including hail), flood, wildfire or landslip.

This exclusion does not apply:

- if this *policy* started immediately after another *policy* that covered this risk, whether that *policy* was held with Cove or another insurance company; or
- if this *policy* was taken out at the same time *you* purchased the *car*.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories;* while they are in or attached to *your* car or while they are being used in connection with it.

Damage

means *loss*: physical loss, physical damage or destruction.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

WHAT WE COVER

Damage to your vehicle

Your policy covers you for accidental loss to your car whilst it is being used for private use anywhere in New Zealand, during the term.

! IMPORTANT !

Private Use

This *policy* provides cover for personal use only. *Your policy* will be in breach and there will be no cover whatsoever if at any time, *your car* is used for commercial purposes or to undertake business activities in any trade, business or profession, including, but not limited to:

- to carry or transport tools and equipment or hazardous materials such as explosives and gas; or
- to carry or deliver goods including delivering for Uber Eats; or
- to carry or deliver stock or samples; or
- to visit clients, customers, sites or premises away from your primary location of work. This includes commission agents, sales, service or trade persons, real estate agents, financial advisors, medical service or health providers, and any other role or occupation that visits multiple locations per week in a similar capacity; or
- connected to the motor trade, including buying vehicles with the intent of selling privately for a profit; or
- to carry fare-paying passengers (other than car-pooling); or
- for ride-sharing such as Uber, Ola, or Zoomy; or
- under any type of hire arrangement or agreement, including peer-to-peer services such as YourDrive

If *you* use *your car* to visit clients and do not carry tools and equipment, stock and samples *we* may be able to provide special acceptance for limited business use. Please contact *us* to discuss. All commercial, business or professional use must be approved by *us* and noted on the *schedule* before cover applies.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the schedule.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its accessories;

while they are in or attached to *your* car or while they are being used in connection with it.

Private use

means using the *car* for personal purposes which includes:

- private, social or domestic purposes; or
- religious, social welfare or youth organisation work.

It does not include using the *car* for commercial purposes or to undertake business activities in any trade, business or profession.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

Property of others

Your policy covers the *insured person* in New Zealand for *liability* as a result of *accidental loss* to property (other than property belonging to the *insured person* or a member of their *family*) occurring during the *term*, caused by or arising from or in connection with the *private use* of:

- *your car*; or
- any *trailer* while attached to *your car*, or
- any trailer insured under the cover 'Loss to trailers' while it is not attached to your car.

The most *we* will pay for any one *event* is \$20,000,000 (or any lesser amount for which the *liability* can be settled) including legal costs and expenses incurred with *our* express consent in defence of claims under this benefit, 'Property of others'. If *we* do so, this meets *our* obligations under this benefit, 'Property of others', in full.

Accidental death or bodily injury of others

Your policy covers the *insured person* in New Zealand for *liability* for death or bodily injury to any person (other than the *insured person* or their *family*) resulting from an *accident* occurring during the *period of cover* caused by or arising from or in connection with the *private use* of:

- *your car*; or
- any *trailer* while attached to *your car*; or
- any *trailer* insured under the cover 'Loss to trailers' while it is not attached to your car

The most *we* will pay for any one *event* is \$250,000 (or any lesser amount for which the *liability* can be settled) including legal costs and expenses incurred with *our* express consent in defence of claims under this benefit, 'Accidental death or bodily injury to others'.

If we do so, this meets our obligations under this benefit, 'Accidental death or bodily injury to others', in full.

Family

means the *insured person's* family, who are 21 years old or over, which may include:

- a spouse or partner;
- children (including spouse's or partner's children or foster children);
- parents (including foster or step parents);
- spouse's or partner's parents (including foster or step parents);
- siblings (including foster or step siblings).

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Private use

means using the *car* for personal purposes which includes:

• private, social or domestic purposes; or

• religious, social welfare or youth organisation work. It does not include using the *car* for commercial purposes or to undertake business activities in any trade, business or profession.

Reparation

means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence of which the *insured person* has been convicted.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

Trailer

means any general use trailer, but does not include:

- a boat trailer;
- a camper trailer or caravan;
- a horse float;
- any trailer not designed to attach to *your car*;
- the contents, equipment or accessories of any trailer.

WHAT WE DON'T COVER

Alcohol and drugs

Your policy does not provide cover if your car is being driven by or is in the control of an *insured person* who:

- is affected by drugs (either prescribed or not) or alcohol or any intoxicating substance to an extent that adversely impairs the control of *your car*; or
- has a percentage of alcohol in their breath or blood that is higher than the legal limit; or
- refuses to supply a breath or blood test or undergo any test when requested to do so by anyone authorised by law.

Distracted driving

Your policy does not provide cover if *your car* is being driven by or is in the control of an *insured person* who was using a handheld mobile phone, navigation device, or other communication device at the time of the incident or *accident*.

Drivers under 21 years

Your policy does not provide cover when *your car* is being used by or is in the control of any driver under 21 years of age. This exclusion does not apply when *your car* is being:

- driven by a member of the motor trade professionally engaged in the repair or servicing of your car; or
- driven to a medical centre because of a medical emergency; or
- parked or retrieved by a professional parking valet.

Financial reward

Your policy does not cover any *liability* if at the time of any *accident* or *accidental loss*, financial gain or reward was received by an *insured person* for the use of *your car*.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories;* while they are in or attached to *your* car or while they are being used in connection with it.

Damage

means *loss*: physical loss, physical damage or destruction.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Incorrect Fuel

There is no cover under this *policy* for *loss* or *damage* to *your car* (including *damage* to the engine or fuel system in *your car*) caused by the incorrect type of fuel or additive being used.

Mechanical and electrical breakdown

There is no cover under this *policy* for any breakdown or failure of *your car* that is:

- mechanical; or
- electrical; or
- electronic.

However, we will pay for loss if the breakdown or failure your car is as a result of any accident for which we have accepted a claim.

Modified cars

There is no cover under this *policy* if *your car* has been *modified*, unless *we* have agreed, and details of all *modifications* are shown in the *policy schedule*.

There is no cover under this *policy* if *your car* has been converted in any way, temporarily or permanently, to be used as a camper, unless *we* have agreed and this is shown in the *policy schedule*.

Property in your care or control

There is no cover under this *policy* for:

- *liability* for *loss* of someone else's property which is in the care or control of the *insured person* or any person using or travelling in *your car* other than:
- a car that is disabled and being towed without charge by your car; or
- personal effects being carried by and belonging to any passenger in *your car*.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Modified / Modifications

means any change to your car's original configuration or specification, other than *accessories*, which may include additional or alternative:

- engine components that enhance performance (e.g. turbochargers or over-sized injectors), including exhaust system upgrades or reprogrammed ECUs; or
- bodywork components (e.g. flared arches, sideskirts, spoilers); or
- interiors (e.g. seats, stereos); or
- suspension, wheels, brakes, tyres; or
- paintwork, signwriting, decals, wraps or artwork; or
- mag or alloy wheels or stereo systems with a replacement value exceeding the Stereo and Mag Wheels limit shown in the schedule.

Regular driver

Any person who uses *your car* once a month or more on an ongoing basis.

Regular drivers not listed

Your policy does not provide cover when your car is being used by or is in the control of any regular driver who is not named in the policy schedule.

All *regular drivers* must be named on the *policy schedule*. Any person who uses *your car* once a month or more is considered a *regular driver*. Cove must be notified if the *regular drivers* on *your policy* change. Failure to notify *us* may result in claims being declined for that driver.

Roadworthiness

Your policy does not provide cover if at the time of the *event your car* was in an unsafe, unroadworthy or illegal condition, but this does not apply if:

- *we* are satisfied the condition did not cause or contribute to the *event*; or
- the insured person did not know about the condition of your car and it was reasonable to be unaware of it.

Selling your car

There is no cover under this *policy* when *your car* is in the custody of a motor vehicle dealer or prospective purchaser for the purpose of sale or consignment.

Towing a trailer or caravan

There is no cover under this *policy* for *liability* arising from the use or control of any form of *trailer* or caravan while it is attached to any car other than *your car*.

Tyres

There is no cover under this *policy* for loss to tyres or their tubes by:

- punctures, cuts, splits or bursts (unless caused by malicious damage); or
- the application of brakes.

However, *we* will pay for loss if the puncture, cutting, splitting or bursting is as a result of any accident for which *we* have accepted a claim.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Regular driver

Any person who uses *your car* once a month or more on an ongoing basis.

Trailer

means any general use trailer, but does not include:

- a boat trailer;
- a camper trailer or caravan;
- a horse float;
- any trailer not designed to attach to your car;
- the contents, equipment or accessories of any trailer.

Unlicensed drivers or breach of licence conditions

Your policy does not cover you or any person using your car who, at the time of the event was:

- not legally licenced to drive in New Zealand
- not complying with the conditions of their driver's licence
- advised, directed or instructed not to drive by a medical or other professional.

This exclusion does not apply if the driver has stolen *your car* and *you* have made a complaint to the police.

Vehicle Use

Your policy does not provide cover when your car is being used:

- to practice for or take part in any race, rally, sprint, pace-making, reliability trial, speed test, speed trial or drag race, or similar car sport event, demonstration or test; or
- on any race track or airport runway, taxiway or apron; or
- for driver instruction unless it is to teach you or a member of your family who is over the age of 21 to drive.

This *policy* provides cover for personal use only. Your *policy* will be in breach and there will be no cover whatsoever if at any time, *your car* is used for commercial purposes or in any trade, business or profession, including, but not limited to:

- to carry or transport tools and equipment or hazardous materials such as explosives and gas; or
- to carry or deliver goods including delivering for Uber Eats; or
- to carry or deliver stock or samples; or
- to visit clients, customers, sites or premises away from *your* primary location of work. This includes commission agents, sales, service or trade persons, real estate agents, financial advisors, medical service or health providers, and any other role or occupation that visits multiple locations per week in a similar capacity; or
- connected to the motor trade, including buying vehicles with the intent of selling privately for a profit; or
- to carry fare-paying passengers (other than car-pooling); or
- for ride-sharing such as Uber, Ola, or Zoomy; or
- under any type of hire arrangement or agreement, including peer-to-peer services such as YourDrive

All commercial, business or professional use must be approved by *us* and noted on the *schedule* before cover applies.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its accessories;

while they are in or attached to *your* car or while they are being used in connection with it.

Family

means the *insured person's* family, who are 21 years old or over, which may include:

- a spouse or partner;
- children (including spouse's or partner's children or foster children);
- parents (including foster or step parents);
- spouse's or partner's parents (including foster or step parents);
- siblings (including foster or step siblings).

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

ADDITIONAL BENEFITS

Accident Site Costs

When we have accepted a claim for accidental loss to your car, your policy covers the reasonable costs incurred for:

- the removal of car debris from the accident site if this is your responsibility; and
- emergency repairs to *your car* that are required to allow *you* to drive *your car* to *your* destination or a repairer; or
- removing your car if it can no longer be driven to the nearest safe place and reasonable and necessary storage costs; and
- returning your car to your address or any other place we agree to, after it has been repaired or recovered.

The maximum amount we will pay under this benefit is \$1,000.

Driving other cars

This *policy* is extended to cover *your liability* to the extent otherwise covered under this *policy*, whilst driving a car (that is of a similar type to *your car*), for *private use* provided:

- you do not own, lease or rent the car; and
- your liability is not covered by any other insurance.

We will not pay for *liability* for *loss* to the car *you* are driving. Please ensure you have the owner's permission to use the vehicle and that they have appropriate insurance cover in place before using the car.

Emergency accommodation costs

When *we* have accepted a claim for *accidental loss* to *your car* and *your car* can no longer be driven as a result of the *accident*, the reasonable costs incurred for:

- transporting you and your passengers to your address or to the destination which will allow you to complete your journey; or
- overnight accommodation for you, your passengers and domestic pets travelling in your car.

Your policy does not cover any costs for overnight accommodation:

- if the accident occurs within 100 kilometres of your home or your final destination; or
- in a hospital; and/or
- for pets in a veterinary hospital or similar establishment.

The maximum we will pay under this benefit is \$1,000 (net of excess).

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its accessories;

while they are in or attached to *your* car or while they are being used in connection with it.

Private use

means using the *car* for personal purposes which includes:

- private, social or domestic purposes; or
- religious, social welfare or youth organisation work.

It does not include using the *car* for commercial purposes or to undertake business activities in any trade, business or profession.

Keys and locks

Where any key, transmitter or immobiliser key, giving access to *your car* is lost, stolen or believed on reasonable grounds to have been duplicated without *your* permission, *we* will pay for the cost of replacing the key and altering or replacing the lock if *you* report the *loss* to the police within 24 hours of discovering it.

An *excess* of \$100 applies to each and every claim made under this benefit and the maximum *we* will pay in any 12-month period is \$1,000 (net of *excess*).

Loss to trailers

If any *trailer* owned by *you* or in *your* care or control and used for *private use*, suffers *accidental loss* whilst attached to or detached from *your car*, anywhere in New Zealand, during the *term*, *we* will pay the costs of repair or replacement up to a maximum of \$1,000 (net of *excess*).

This benefit does not cover:

- the *excess* which is \$250;
- accidental loss covered by any other insurance;
- loss of use of any *trailer* or any consequential loss; or
- depreciation or loss of value of any *trailer*; or
- wear and tear, deterioration, rust or corrosion of any *trailer*.
- any breakdown or failure of any *trailer* that is:
 - o mechanical; or
 - o electrical; or
 - o electronic.

However, we will pay for *loss* if the breakdown or failure of the *trailer* is as a result of any *accident* for which we have accepted a claim under this section.

- any *loss* to tyres or their tubes by:
 - o punctures, cuts, splits or bursts; or
 - o the application of brakes.

However, *we* will pay for *loss* if the puncture, cutting, splitting or bursting is as a result of any *accident* for which *we* have accepted a claim under this *policy*.

• any accidental loss caused as a result of any trailer being overloaded or unsuitable for being carried or towed by your car.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Private use

means using the *car* for personal purposes which includes:

- private, social or domestic purposes; or
- religious, social welfare or youth organisation work.

It does not include using the *car* for commercial purposes or to undertake business activities in any trade, business or profession.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

New car replacement

If at the time of the *accidental loss, your car* is less than 12 months old from the time of its original registration or purchase as new (whichever occurred first), *we* will supply a new car of the same make, model and specification.

Provided:

- you are the original owner of your car; and
- your car has been stolen and not recovered; or
- *we* assess the reasonable cost of repairing *your car* at more than 80% of the list price of an equivalent vehicle at the time of loss; and
- the same make, model and specification is available in New Zealand

The most we will we pay under this benefit is the *agreed value* shown in the *schedule*.

Not at fault excess waiver

If the *insured person* is involved in an *accident* which is caused by the driver of another vehicle, and the *insured person* can provide, and *we* can confirm:

- the identity and address of the driver; and
- the make, model and registration of the vehicle the driver was driving; and
- to our satisfaction that the other driver was completely at fault,

we will not require you to pay the excess once we have accepted the claim for accidental loss.

Replacement car

Your policy will cover an additional or replacement car, which is of a similar type to your car, that you purchase for your sole use provided that:

- the replacement or additional car is not otherwise insured; and
- you must tell us within 14 days of the date you
- purchased *your* additional or replacement car; and
- the most *we* will pay for the replacement or additional car is the lesser of the price *you* paid for the additional or replacement car or \$80,000.

We may change the terms of cover for the additional or replacement car and may increase or otherwise alter the premium you are required to pay.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Agreed value

Means the total amount for which *you* have chosen to insure *your car* and *accessories* and shown as 'Your sum insured' in the *policy schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

OPTIONAL BENEFITS

The following benefits are available for purchase for an additional premium payment in addition to *your* standard cover. Cover under each of these benefits is only applicable if the benefit is noted on the *schedule* under 'Optional extras you have purchased are'.

Courtesy car hire

When we have accepted a claim for accidental loss to your car and at your request, we will arrange and pay for a hire car while your car;

- is being repaired, or
- is not able to be driven until it is repaired, or
- is stolen and not recovered.

Provided:

- we arrange the car hire through our approved supplier; and
- the hire car is a passenger car that is the closest available equivalent to your car up to a maximum cc rating of 2000cc.

If we assess *your car* to be uneconomic or unsafe to repair, cover under this benefit ceases immediately upon settlement of *your* claim.

This benefit does not cover:

- any bond or deposit required;
- costs for fuel, oil and other items *you* use;
- any surcharge applicable for exceeding any distance limitation;
- any car hire beyond 30 days, unless *we* have agreed to an extension.

This benefit only applies if shown in the *policy schedule* under the 'Optional extras you have purchased are' section.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Cove roadside assist

Through *our* partner, New Zealand Roadside Assistance, Cove provides the following roadside assistance service for *your car* during the *term*.

We will:

- fit your car's spare tyre if it has a flat tyre,
- access your car if your car keys are locked inside,
- provide 5 litres of fuel if your car is out of fuel,
- jump-start *your car* if it has a flat battery.

We will also arrange to tow *your car* to the nearest approved repairer or place of safety if *your car* suffers mechanical or electrical damage or failure and:

- cannot be easily mobilised at the roadside, or
- requires replacement parts.

A 24-hour standdown period applies to this benefit when purchased. After this time, *you* will have a maximum of two call outs during a 12-month period.

The *excess* does not apply to this service.

This benefit does not cover the cost of any replacement parts and this service will not be available where your car.

- has been left unattended, or
- requires specialised salvage equipment, or
- is not within easy access of a public road that is negotiable by a two-wheel drive vehicle, or cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
- was being used for competitions or off-road activity, or
- was involved in an accident or collision (this may be covered under the standard policy contract. Please contact *us* on 0800 268 347 if *you* require emergency assistance).

This benefit only applies if shown in the *policy schedule* under the 'Optional extras you have purchased are' section.

For the purposes of this benefit only 'we' means New Zealand Roadside Assistance. Cove and Aioi Nissay Dowa Insurance Company Limited accept no liability for this benefit.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Term

means the period of time shown under 'Your period of cover' in the *policy schedule*.

No excess for car glass

If the windscreen or windows (excluding sunroofs) of your car suffer accidental loss and this is the only damage to your car.

- we will pay the reasonable repair or replacement costs; and
- you will not be required to pay an excess.

This benefit only applies if shown in the *policy schedule* under the 'Optional extras you have purchased are' section.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

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means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

MAKING A CLAIM

Notify us that something has happened

It is important you notify us as soon as practicable following an incident involving your car. You can make a claim by either:

- Visiting *us* online at <u>www.coveinsurance.co.nz</u>; or
- Calling *us* on 0800 268 347

We can provide emergency advice and assistance 24/7 including emergency towing and safeguarding of *your car*. Please call *us* if *you* require help.

Your responsibilities

You or the relevant *insured person* must:

- be honest when providing information and answering questions and provide information that is true and complete. If *you* do not, *we* may refuse to settle *your* claim and/or *we* may cancel *your policy*. If *we* do settle *your* claim but later discover that *your* claim was dishonest, *we* may take action to recover any cost *we* have incurred as a result of *your* claim;
- stop after being involved in an *accident* as required by law and comply with all legal requirements in connection with the *accident*;
- take all necessary and reasonable steps to prevent further *loss* or *liability*;
- take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses in relation to the *loss* or *liability*;
- tell us immediately if an insured person is charged with any offence in connection with the use or control of your car;
- tell *us* as soon as possible, giving *us* full details of what has happened and who was involved;
- tell the Police as soon as possible in the case of burglary, theft, vandalism, malicious damage or you suspect the loss
- has been caused by any other criminal act;
- immediately send *us* any communication received from any person in relation to the *loss* or *liability*;
- fully co-operate with *us*, make *your car* available for assessment and complete and/or provide any documentation *we* require, including statements on oath;
- give us reasonable access to examine and assess any loss or liability;

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

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means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Insured person

means *you*, the person or entity listed as the Car owner in the *schedule*, and any other person who has *your* permission to use or control *your car*, provided cover for that other person is not excluded under the terms of this *policy*.

Theft

means *loss* caused by the unlawful taking or attempted taking of the *car* with the intention to deprive the owner of possession, whether temporarily or permanently.

- allow your personal information in connection with your claim to be disclosed to us and for us to disclose it to our agents assisting with your claim and allow us to place details of any claims made against this policy on the ICR database, where they will be retained and be available for other insurance companies to inspect. The ICR database is operated by Insurance Claims Register Limited (ICR Ltd);
- allow *us* at *our* expense and in the name of an *insured person*, to take action to recover from another person or entity anything covered by this *policy*;
- allow us to take over the conduct, negotiation, defence or settlement of any claim against you;
- pay *your excess* as and when requested.
- ask and get *our* written agreement to:
 - o any offer of compensation before it is made;
 - o dispose of any property or *car* involved in a claim;
 - incur any expense in making good any *loss*, except as is necessary to minimise any *loss* or safeguard the insured property or *car*.
- not admit responsibility for any loss or liability, or try to negotiate, defend or settle any claim.

Your rights

You are entitled to:

- have your claim acknowledged and dealt with in a professional and efficient manner; and
- receive a fair settlement of *your* claim as quickly as circumstances allow; or
- receive a clear explanation of why any claim has not been met; and
- have free access to *our* formal complaints procedure (see <u>www.coveinsurance.co.nz/complaints</u>).

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

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means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

How we will settle your claim

If, at *our* sole discretion, *we* determine:

- *your car* can be repaired, *we* will pay *you*:
 - o or the repairer, the reasonable costs actually incurred to repair *your car* to its condition immediately before the *accidental loss;* or
 - the amount *we* determine is equivalent to the cost of having *your car* repaired to its condition before the *accidental loss*.
- your car cannot be repaired because it is uneconomic or unsafe to repair or it has been stolen and not recovered, we will pay you:
 - o the agreed value of your car, and we will keep your car; or
 - the difference between the *agreed value* of *your car* and the value of *your car* immediately after the *loss* and *you* keep *your car*,

and *your* cover will come to an end.

Where the claim is settled by a cash payment and a financial interest has been noted on the *policy, we* will may make payment direct to the interested party. This will meet *our* obligation to *you* under this *policy* to the extent of the payment.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

Agreed value

Means the total amount for which *you* have chosen to insure *your car* and *accessories* and shown as 'Your sum insured' in the *policy schedule*.

Car

means the vehicle shown in the *schedule* as 'Your car' or any vehicle insured under the Replacement car benefit.

Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

Parts and accessories

For any new or replacement part or *accessory, we'll* pay the manufacturer's list price in New Zealand or, if less, the cost of buying the part or *accessory* from overseas.

Where the part or *accessory* cannot be bought in New Zealand, *we'll* pay the lesser of:

- the last known price list in New Zealand when the part or accessory was available, or
- the part's or *accessory's* closest New Zealand equivalent.

If you choose not to replace the part or accessory, we'll pay you the equivalent cost above as a cash settlement.

For tyres, *we* // pay the lesser of:

- the cost to replace the tyres with a new equivalent; or
- the present-day value of the tyre taking into account the age of the tyre, kilometres travelled, and general wear of the tyre.

What we will not pay

Your policy does not provide cover for:

- freight and other costs to import parts or accessories from outside New Zealand
- any costs due to the inability to match existing paint, or
- costs to replace any part or accessory that has not suffered *loss*.

Maximum amounts payable

The maximum amount we will pay for damage or loss to your car is the agreed value, less any applicable excess.

The maximum amount *we* will pay for your *liability*, is \$20,000,000 inclusive of legal costs and expenses incurred with our express consent, for all claims arising from any one *event*.

Accessories

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Agreed value

Means the total amount for which *you* have chosen to insure *your car* and *accessories* and shown as 'Your sum insured' in the *policy schedule*.

Damage

means *loss*: physical loss, physical damage or destruction.

Liability

means the amount an *insured person* shall become legally liable in New Zealand to pay to a third party as compensation and/or *reparation*.

Reparation

means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence of which the *insured person* has been convicted.

Repair guarantee

All repairs to your car that are carried out by our approved repairer network, are quality guaranteed while:

- *you* own *your car*, and
- while it is insured with *us*.

If you choose not to use one of our approved repairers to repair your car, we will pay the lesser of:

- the reasonable cost of the repairs as estimated by *our* assessor; or
- the amount we would have paid if we had arranged the repair.

We will not be responsible for the quality of the workmanship provided by the repairer or provide any guarantee relating to the repair.

Accessories

means any parts of *your car* that is not necessary for the *car* to operate, nor enhancing or altering the manufacturer's original performance specification. These may include: car-seat covers, child car-seats, fire extinguishers, bull-bars, floor-mats, bike-racks, tow-bars, roof-bars, and winches. It also includes mag or alloy wheels or stereo systems up to the Stereo and Mag Wheels limit shown in the *schedule*.

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Your car includes:

- spare parts, tools and breakdown equipment such as a car jack, tool kit, wheel brace and spare wheel;
- its *accessories*;

while they are in or attached to *your* car or while they are being used in connection with it.

MAKING A COMPLAINT

Our aim is to get it right, the first time, every time. *We* take the concerns of *our* customers very seriously and consider any expression of dissatisfaction a complaint. As such *we* have a detailed complaint handling procedure that *you* have free access to and *we* will do everything possible to ensure that *your* query is dealt with promptly.

Step 1: Contact us

If *you* are unhappy about a *policy, our* service or a decision made, please contact *us* and *we* will try to resolve *your* issue as soon as possible. The easiest way to contact *us* is by either:

- Talking to us via live chat online at <u>www.coveinsurance.co.nz;</u> or
- Calling *us* on 0800 268 347; or
- Emailing *us* on support@coveinsurance.co.nz.

To assist with *your* enquiry, please provide *your* claim or *policy* number (if applicable) and as much information as *you* can about the reason for *your* complaint. If *we* are unable to resolve *your* issue to *your* satisfaction immediately, *your* complaint will be referred to *our* internal dispute resolution service. At this time, *we* will record details of *your* complaint and, depending on the nature, will as appropriate, escalate the matter to *your insurer* for resolution.

Step 2: Our internal review panel

If our Customer Services team have been unable to resolve your problem, you can make a formal complaint in writing to Cove Internal Complaints Review Panel by email: <u>complaints@coveinsurance.co.nz</u>.

Within 5 working days of *us* receiving *your* complaint *you* can expect:

- To receive an acknowledgement of *your* complaint.
- To receive the contact details of who is responsible for handling your complaint.

Upon receiving all relevant information, *your* complaint handler will do their best to issue a first response and resolve *your* complaint within 10 working days of the complaint being received.

If further information, assessment or investigation is required, *your* complaints handler will discuss this with *you* and provide *you* with a reasonable timeframe for a response.

Step 3: If our internal process has not worked for you

If after two months, *you* are still unsatisfied, or we have confirmed to *you* that we have reached the end of the complaints process via a letter, *you* may refer *your* complaint to the <u>Insurance & Financial Services Ombudsman (IFSO)</u>, which offers a free, independent complaint resolution service, through the following contact details:

Insurance & Financial Services Ombudsman Scheme PO Box 10-845 Wellington 6143 NEW ZEALAND

Level 8, Shamrock House 79-81 Molesworth Street Wellington

Telephone: 0800 888 202 Internet: <u>IFSO</u> Email: <u>info@ifso.nz</u> Fax: 04 499 7614

MORE INFORMATION ABOUT US

The insurer

This insurance is issued by Cove Limited in accordance with the authorisation granted to it by the underwriter, Aioi Nissay Dowa Insurance Company Limited.

Financial rating

Aioi Nissay Dowa Insurance Company Limited has a Financial Strength Rating of A+ (Stable) given by A. M. Best Company and A+ (Stable) given by Standard & Poors.

The Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations.

A.M. Bes	t's Financial Strength Rating Scale:	S
A+	Superior	A
А	Excellent	A
B+	Good	A
В	Fair	E
C+	Marginal	E
С	Weak	E
D	Poor	C
		(

Standard & Poors Financial Strength Rating Scale:

	0		0	
AAA	Extremely Strong			
AA	Very Strong			
А	Strong			
BBB	Good			
BB	Marginal			
В	Weak			
CCC	Very Weak			
CC	Extremely Weak			
R	Under Regulatory Supervi	sion		

The rating scales may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major categories.

For further details and a full explanation of these ratings please use the following links: <u>www.ambest.com/ratings/guide.pdf</u> or <u>www.spratings.com/en_US/understanding-ratings</u>

Solvency

To see current solvency ratios for Aioi Nissay Dowa Insurance Company Limited head to our website.

Regulatory details

Cove Limited is registered as financial service provider (FSP581087) under the Financial Service Providers (Registration and Dispute Resolution) Act 2008.

Fair Insurance Code

Cove supports the Insurance Council of New Zealand and the principles Fair Insurance Code (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers.

Further information about the Code is available on the <u>ICNZ website</u> or on request. It is important *you* review the code in conjunction with this policy wording as it contains important responsibilities and provides guidance for consumers as well as outlines the duties insurers have towards *you*.

We expect all *our* customers to observe the responsibilities noted in the Code and a breach of those responsibilities may be considered a breach of this *policy* also.

Policy Version: CoveCar012021

