

Terms and Conditions of Your Tesla Extended Warranty Insurance Policy

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Terms and Conditions of Your Tesla Extended Warranty Insurance Policy

These are the terms and conditions of Your Tesla Extended Warranty Insurance Policy underwritten by the Insurer.

Meaning of words

Below is a list of the key definitions used in this document. Wherever these words appear they are capitalised and have the following meaning:

Allianz Portal means the online portal provided by the Insurer through which You may manage Your Policy available here <https://policierung.allianz-warranty.com/teslaSales/home>.

Defect means a mechanical or electrical failure in Manufacturer parts.

Expiry of the Manufacturer Warranty means the expiry of the Manufacturer Warranty upon the earlier of (i) the expiry of a period of 48 months since the initial registration of the Vehicle or (ii) the Vehicle reaching a mileage of 50,000 miles.

Geographic Scope means the countries set out under the "Geographic Scope" heading below.

Insurer means the insurer stated in Your Insurance Certificate.

Manufacturer means Tesla.

Manufacturer's Maintenance Schedule means the maintenance schedule provided by the Manufacturer for Your Vehicle on the Manufacturer's website <https://www.tesla.com/support/maintenance-plans>.

Manufacturer Warranty means the warranty granted by the Manufacturer in relation to Your Vehicle which must have expired before this Policy starts.

Period of Cover means the period Your Vehicle is covered by this Policy from the Start Date until the Termination Date.

Policy means the insurance contract formed by Your Insurance Certificate, these Terms & Conditions, Your Insurance Product Information Document, Your Personalised Explanation document and Your Important Information document.

Private individual means a person who is using the Vehicle for their own personal or commercial use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

Start Date means the date this Policy is entered into or the date the Manufacturer Warranty expires, whichever is later.

Termination Date means the earlier of (i) expiry of either 24 or 48 months (as stated in Your Insurance Certificate) from the Start Date of Your Policy; or (ii) the Vehicle being driven the contractually agreed limit of 25,000 or 50,000 miles (as stated in Your Insurance Certificate) from the Start Date of Your Policy.

Tesla means Tesla Motors Netherlands B.V.

Tesla Service Center means an authorised Tesla service centre within the Geographic Scope.

United Kingdom means England, Wales, Scotland and Northern Ireland.

Vehicle means the vehicle bearing the VIN specified on Your Insurance Certificate.

We / Our/ Us means the Insurer or the relevant Tesla Service Center or any other third party acting on the Insurer's behalf.

You / Your / Policyholder means the individual named on Your Insurance Certificate.

What is covered?

Subject to the Policy exclusions set out on the following pages and the general terms and conditions, any defect and/or damage to Your Vehicle, which can be attributed to a Defect, is eligible for repair or replacement, provided that:

- Your Policy premium has been paid;
- the Defect is not excluded under Your Policy; and
- Your warranty claim is made within the Period of Cover.

If Your claim is accepted, We will pay for the following under Your Policy:

- The cost of the repair / replacement, labour and parts;
- Testing works, teardown, disassembly or assembly, measurement or programming which are necessary for the repair; and
- Gaskets and (shaft seals) sealing rings of any kind, screws, nuts or fluids, which are necessary for the repair.

Scope of cover

- Subject to the terms and conditions of this Policy, We shall pay for any necessary costs incurred in diagnosing and repairing the Defect of an insured component by a Tesla Service Center during the Period of Cover (including all necessary insured replacement parts).
- If a Defect is covered by this Policy, You do not need to pay anything in advance. We will settle these costs with the Tesla Service Center directly. You may only receive direct payment for repair costs where a Defect is initially declined by the Insurer but it is subsequently decided by the Insurer that the claim is covered, and You have already paid for such Defect to be repaired.
- If the costs of repair of a covered component exceed the costs of replacing that component, Your cover will be limited to the cost of replacing and installing the relevant component.
- The cover under Your Policy is limited to the current market value of Your Vehicle (not taking into account any Defects), minus its residual value at the time of a claim (taking into account any Defects). The residual value is calculated by assessing the value of Your Vehicle taking into account any damages/defects to Your Vehicle at the time of a claim. Valuations will be undertaken by an independent vehicle appraiser.
- If repair costs exceed the cover limit We shall not repair Your Vehicle. Instead We will pay You a sum equal to the difference between Your Vehicle's current market and its residual value and Your Policy will end.
- We reserve the right to have Your Vehicle assessed by an independent body (e.g. Dekra / ACE) to establish its residual value at the time of the claim.
- This Policy sets out Our entire liability to You. We are not liable for any direct or indirect loss caused by error or omission in the repair process.

Geographic Scope

- Your Policy shall apply to cover any Defect manifesting itself or repaired in the United Kingdom and the following European countries:

- Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Cyprus (Greek Territory only), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including Balearic Islands but excluding Canary Islands), Sweden, Switzerland and Turkey (European part).

What Is Not Covered?

Please read this section carefully as it sets out whether this Policy is appropriate for You.

1. Your Policy does not cover the following claims:

- Where Your Vehicle's odometer is inaccurate, inoperative or altered so that Your Vehicle's true mileage cannot be ascertained or verified;
- Where Your Vehicle's VIN has been defaced or altered so that it is difficult to determine the VIN;
- Where Your Vehicle has been labelled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss;
- Where Your Vehicle's has been determined to be a total loss by an insurance company; and
- Where Your Vehicle has not been taken to a Tesla Service Center as soon as reasonably practicable once a Defect is discovered.
- Damages resulting from wear and tear; and
- Intentional damage or damages resulting from fraud or wilful misconduct.

2. Your Policy does not cover the following components and/or defects:

- Battery and drive unit;
- Tyres and wheels;
- Adjustments and corrections to the chassis and related components e.g. adjustments to doors, covers and flaps or body straightening;
- Wheel alignment as a standalone correction for the chassis, (wheel alignment will be carried out as part of a covered repair);
- Corrosion or paint defects including, but not limited to:
 - Corrosion caused by defects in supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out;
 - Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches; and
 - Corrosion and paint defects caused by, due to or resulting from:
 - accidents;
 - paint matching;
 - abuse;
 - neglect;

- improper maintenance or operation of the Vehicle;
 - installation of an accessory;
 - exposure to chemical substances; or
 - an act of God, natural disasters, fire, or improper storage;
- Adjustments necessary to correct any kind of sound disturbance, water leaks or wind noise;
 - Repairs and parts related to wear, tear or consumables such as:
 - parts and normal or expendable maintenance items and procedures such as annual service and diagnostics checks, brake pads/linings, brake rotor, suspension alignment, wheel balancing, air conditioning lines, hoses or connections, battery testing, fluid changes, appearance care (such as cleaning and polishing), filters and wiper blades/inserts; and
 - Other maintenance services and parts described in Your Vehicle's Manufacturer's Maintenance Schedule;
 - Bright metal, sheet metal, bumpers, ornamentation mouldings, carpet, upholstery, paint, shock absorbers, 12V battery, battery cables, lenses, light bulbs, sealed beams, glass (e.g. windshield), wheels, interior trim, body seals and gaskets (e.g. weather stripping);
 - Removable soft tops, removable hard tops, glass, plastic, framing, cables, or seals; and
 - External accessories for example mobile connector, wall connector, any future connectors, and charging adapters.

3. Your Policy does not cover Defects caused by:

- Faulty repairs, modifications or alterations made to Your Vehicle, including installation or use of fluids, lubricants parts or accessories that are not in accordance with the Manufacturer's standards;
- Negligence, misuse or abuse of Your Vehicle, such as:
 - carrying passengers and cargo exceeding Manufacturer specified load limits or otherwise overloading the Vehicle;
 - using Your Vehicle as a stationary power source;
 - a lack of or improper repair or maintenance, including not performing all vehicle maintenance and service requirements as set out by the Manufacturer in the Manufacturer Maintenance Schedule, including those indicated by Your Vehicle's systems;
 - not observing scheduled inspections as set out in the Manufacturer Maintenance Schedule; not making all necessary services and repairs;
 - not complying with any recalls published by the Manufacturer or a Tesla Service Center;
 - use of fluids, parts or accessories other than those specified in the Manufacturer Maintenance Schedule;
 - improper and /or excess voltage charging of Your Vehicle;
 - usage for commercial purposes other than taxi services, which includes but is not limited to government purposes, delivery service, company pool use, or for service or repair calls, route work, or hauling;

- racing on or off road, competition, speed contests or autocross or for any other purposes which Your Vehicle is not designed for or driving Your Vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to curbs, potholes, unfinished roads, debris, or other obstacles; or
- Using a Model S vehicle for towing;
- Forceful impacts to Your Vehicle, such as accidents, collision, objects striking Your Vehicle, theft, vandalism, riots, or acts of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning and other environmental conditions;
- A non-Manufacturer approved alteration to the computer system of Your Vehicle by You or a third party and damage to the control and computer system caused by such change;
- Towing Your Vehicle or improper winch procedures;
- Tampering with Your Vehicle and its systems;
- Damage caused by the installation of non-Manufacturer accessories or parts;
- Damage to a covered part that is damaged by a non-covered part;
- Damage to a non-covered part (not fixed to the vehicle) that is damaged by a covered part;
- Any Defect that occurred before the Policy Start Date;
- Damage caused to Your Vehicle by:
 - failing to use the necessary coolants or lubricants;
 - sludge or lubricant contamination; or
 - rust or corrosion;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Defect has occurred.

4. Your Policy does not cover the following costs:

Any direct or indirect costs arising out of the Defect that led to Your claim over and above the repair of Your Vehicle for example storage and freight charges, towing costs, accommodation costs, car rental costs, compensation for loss of use or delay in obtaining repair components.

General terms and conditions

1. You may make a claim under Your Policy at any Tesla Service Center within Your Policy's Geographic Scope.
2. Parts installed or repaired in the repair process shall be covered for the duration of Your Policy.
3. **Information you need to tell us.** There is certain information that we need to know as it may affect the terms of the insurance cover we can offer you.

You must, to the best of your knowledge, give accurate answers to the questions we ask when you buy your Tesla Extended Warranty insurance. If you do not answer the questions truthfully it could result in your policy being invalid and could mean that all or part of a claim may not be paid. If you think you may have given us any incorrect answers, or if you want any help, please write to us at garantie@allianz-warranty.com as soon as possible and we will be able to tell you if we can still offer you cover.

4. This Policy does not affect Your statutory consumer rights.
5. If a part is defective, the Tesla Service Center may choose to either repair or replace the defective part.
6. The costs of parts and labour shall be those agreed between Us and the Manufacturer at the time and at the place of repair.
7. A claim made under Your Policy shall be invalid if You have already made a successful claim under any other insurance policy You hold. If the value of Your claim exceeds the cover under any other insurance policy You hold, We may pay the difference up to the market value of Your Vehicle, subject to terms and conditions of this Policy.
8. We may monitor and record any telephone calls You make to Us for the purposes of staff training and quality assessment in compliance with privacy legislation.
9. This Policy is underwritten by Allianz Versicherungs-AG.
10. For information about our data protection policy, please see the document "Information on the use of your data".
11. This Policy shall be governed by and construed in accordance with the laws of England and Wales and We hereby submit to the exclusive jurisdiction of the English courts.

Claims procedure

If You need to claim under Your Policy please:

1. Contact Your local Tesla Service Center. Visit www.tesla.com for more information on locating Your local Tesla Service Center.
2. Inform Your local Tesla Service Center that Your Vehicle is covered by the Tesla Extended Warranty Insurance.
3. If, as a result of an insured Defect, Your Vehicle is inoperable, please contact Your nearest Tesla Service Center. The Tesla Service Center may choose to carry out the required repairs at Your Vehicle's location or move the Vehicle to its own premises for repair.
4. If Your Vehicle requires a repair covered by Your Policy the Tesla Service Center will complete the repairs and claim reimbursement from Us on Your behalf.
5. Please note, if You identify a Defect, You must provide written notification to Your Tesla Service Center, or request Your Tesla Service Center to record the Defect in writing by as soon as reasonably practicable.
6. You will not be charged for the necessary repair of any Defects covered by Your Policy within the Policy limits.
7. Replaced parts become the property of the Tesla Service Center that repairs Your Vehicle or Us.
8. Please do not make Your own repair arrangements as We will not reimburse any costs that are not authorised in advance.

Claims outside of the United Kingdom

Your Policy is valid for up to 12 weeks per year for driving outside of the United Kingdom within the Geographic Scope. If You need to make a claim outside of the United Kingdom, You may have the Vehicle repaired at Your nearest Tesla Service Center at the time of Your claim.

Any repair undertaken outside of the United Kingdom must fall within the Geographical Scope and be covered by Your Policy.

You will first need to pay the full cost of the repair and request an invoice from the relevant Tesla Service Center. When You return to the United Kingdom please provide Your chosen Tesla Service Center with the invoice.

This Tesla Service Center can manage the claim on Your behalf, alternatively You can submit the invoice to Us online through the Allianz Portal.

If practical You should keep all replaced parts and present these to the Tesla Service Center managing the claim.

The parts may need to be subjected to testing prior to processing a claim.

We will reimburse You for the costs of a repair outside of the United Kingdom that is covered under Your Policy.

We may ask the Tesla Service Center in the United Kingdom to inspect Your Vehicle to verify that the repair has been undertaken.

You must report the repair to the Tesla Service Center in the United Kingdom within 30 business days of the repair being undertaken. The 30 days will be counted from the date shown on the invoice.

Cancellation

Whilst We want You to be happy with Your Policy and the cover it offers We understand there may be circumstances in which You may need or want to cancel Your Policy.

You may cancel Your Policy within 14 days via the Allianz Portal, without having to provide a reason. This period begins from the later of the conclusion of the contract or as soon as You have received the following documentation in connection with Your Tesla Extended Warranty Insurance:

- Insurance Certificate;
- Terms and Conditions;
- Insurance Product Information Document;
- Information on the use of your data;
- Personalised Explanation; and
- Important Information Document.

If the withdrawal is valid, We will terminate Your Policy and reimburse You for the portion of the premium corresponding to the period following Our receipt of the withdrawal declaration, if You have agreed that Your Policy will terminate before the end of the 14 day period. Please be aware that We are entitled to retain the portion of the premium corresponding to the period before We received the valid withdrawal declaration. This portion is calculated per day of insurance coverage and per designated payment period as follows:

- 1/30 of the monthly premium,
- 1/90 of the quarterly premium,
- 1/180 of the semiannual premium, or
- 1/360 of the annual premium.

If a non-recurring premium is to be paid for a different type of payment period, We may retain an amount of $1/x$ (where x = number of days of the insurance period applied for) per day of insurance coverage. The payment period and the insurance premium are specified in Your Insurance Certificate.

We will endeavor to repay any premiums without delay, or after 30 days at the latest following receipt of a valid withdrawal. If a valid withdrawal is received and Your Policy does not begin before the end of the 14 day withdrawal period, any payment received shall be reimbursed and any benefits gained (e.g. interest earned) shall be repaid to You.

If You have submitted a valid declaration of withdrawal, You are also no longer bound by any other contract related to Your Policy. A contract is deemed related to Your Policy if it indicates a connection with the revoked contract and involves a service provided by the insurance company or by a third party on the basis of an agreement between that third party and the insurance company.

Your right of withdrawal expires if the contract has been completely fulfilled both by You and Us at Your express wish, before You exercised Your right of withdrawal.

A refund cannot be made in the first 14 days if a claim has been paid out under Your Policy.

Once the 14 day period has passed You will only be able to cancel Your Policy in the following circumstances:

- Where Your Vehicle has been stolen, (You must provide Us with evidence of a police report);
- Where Your Vehicle has been written-off (You must provide Us with written evidence from Your insurer); or
- Where You no longer permanently reside in the United Kingdom or Your Vehicle no longer has a UK registration plate.

In these cases You will be entitled to a pro-rata refund, subject to a reduction made for claims paid under the Policy. You may request a cancellation by contacting Us directly from Your online Allianz Portal account. The cancellation can be exercised via the Allianz Portal.

Transfer of Ownership

In the event that Your Vehicle is sold during the Period of Cover to a private buyer the Policy shall continue in force in relation to the Vehicle. In the event that the Vehicle is sold by You during the Period of Cover to a non-private buyer such as a commercial dealer or reseller that is not a Tesla Service Center, the Policy shall terminate automatically and, provided there has not been a claim under the Policy, You shall be entitled to receive a pro-rata refund for the unexpired Period of Cover as at the date of sale.

To notify Us of the transfer of ownership please contact Us via the Allianz Portal and submit appropriate proof. The Policy is not transferable to any other vehicle than that shown on Your Insurance Certificate.

Complaints handling

We are committed to providing You with an exceptional level of service and customer care. We recognise that problems may arise and there may be occasions when You may feel We have not provided the level of service You expected of Us.

Below You will find an explanation of how to file a complaint. We aim to deal with Your complaint as soon as possible and keep You informed on the progress of the settlement of the complaint.

How to make a complaint – where to start

To enable Your complaint to be resolved as efficiently as possible, please provide the following information:

- Your name and contact details;
- Vehicle registration number;

- Vehicle identification number (VIN);
- Policy number, if applicable; and
- A clear description of Your complaint.

How to Contact Allianz Versicherungs-AG

Email: garantie@allianz-warranty.com

Address: Allianz Versicherungs-AG, c/o Allianz Warranty, 10900 Berlin, Germany

What happens next?

- Within five business days of receipt of Your complaint, We will provide written acknowledgment of Your complaint and notify You of the individual who will be handling it;
- We will keep You informed of the progress of Your claim;
- We will endeavour to resolve Your complaint within 40 business days of receipt. If We need more time to resolve it We will notify You in writing; and
- In the event that We are unable to resolve Your complaint or if We have not sent You Our final response after 40 business days We will contact You again.

Alternatively, You also have the option of initiating a complaints procedure with the insurance ombudsman (*Ombudsmann für Versicherungen*), address: Versicherungsombudsmann e. V., Postfach 08 06 32, 10006 Berlin, website www.versicherungsombudsmann.de). We shall participate in the dispute resolution procedure before this Arbitration Board. Please note that only consumers can initiate the complaints procedure. Furthermore, the value in dispute cannot exceed EUR 100,000. You are not obliged to accept the ombudsman's decision, irrespective of the outcome and You still have recourse to courts of law. If the ombudsman's decision is in Your favour, We are bound by this decision provided that the value in dispute does not exceed EUR 10,000. In the case of complaints made via an insurance intermediary or advisor, You can turn to the ombudsman irrespective of the value in dispute. The ombudsman replies to each and every complaint and makes an unbinding arbitration proposal in suitable cases.

Since You purchased the insurance Policy electronically (e.g. via You can use the online dispute resolution platform set up by the European Commission to lodge Your complaint (website: www.ec.europa.eu/consumers/odr/)). Your complaint will be passed on to the Ombudsmann für Versicherungen e. V. from there.

As an insurance undertaking, We are subject to the supervision of the German Federal Financial Supervisory Authority (BaFin), sector: insurance supervision, Graurheindorfer Str.108, 53117 Bonn, e-mail: poststelle@bafin.de, website: www.bafin.de. You can also contact BaFin if You wish to lodge a complaint.

Allianz Versicherungs-AG is authorised by the Federal Financial Supervisory Authority (Bundesanstalt Für Finanzdienstleistungsaufsicht) in Germany and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request. Financial Services Register No. 203040.