

motor

Policy Wording

InsureMyTesla

TESLA



AXA 安盛

redefining / standards



InsureMyTesla

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Welcome to your AXA General Insurance Hong Kong Limited **InsureMyTesla** Policy.

Your Policy consists of

- the Application
- the terms & conditions as shown in the Policy wording (i.e. this document)
- the Policy Schedule
- and any other memoranda and Endorsements

Your Policy Schedule shows

- details of your cover
- the period of insurance
- any special terms that may apply to Your Policy

Following payment of the premium stated in the Policy Schedule We will, in the event of Accident, injury or loss happening during the Period of Insurance anywhere in Hong Kong Special Administrative Region ("Hong Kong SAR"), provide insurance as described in the following pages for the plan You have chosen.

Please read this Policy wording together with Your Policy Schedule to make sure You know what cover is provided.

1 DEFINITIONS

- 1.1 Any word or expression found in the Policy wording and Policy Schedule have these meanings, unless otherwise defined.

TERM	MEANING
Accessories	Original video, audio and other equipment as configured in the original standard specification by Tesla whilst therein or as the Insured may choose to upgrade with Tesla's optional accessory. Any other additions of non-Tesla's accessories, unless Endorsed under the Policy as Add-On
Accident	An unexpected and unintentional event that is violent, visible and external in relation to the Car.
Application	The proposal, application, declaration and any information submitted by You or on Your behalf to AXA General Insurance Hong Kong Limited.
Car	The car specified in Your Policy Schedule as original standard or with Tesla's upgraded Accessories, Windscreen and/or windows, unless otherwise declared by You, accepted by Us and Endorsed under this Policy.
Car Manufacture Age	Age of the Car counting from the date of manufacture.
Car Registration Age	Age of the Car counting from the date of first registration with Transport Department.
Confined/ Confinement	The Insured Person is registered as an in-patient in a Hospital for a medical treatment for bodily injury sustained from an Accident upon the recommendation of a Medical Practitioner and continuously stays in the Hospital prior to his discharge from the Hospital. Hospital confinement will be evidenced by a daily room and board charge by the Hospital.
Designated Chargers	Chargers that are termed "Superchargers" or "Destination Chargers" manufactured by Tesla as listed in the Geographical Area per www.teslamotors.com and any public charger available, including but not limited to those supplied by CLP Power Hong Kong Limited or Hong Kong EV Power Limited, for recharging Your Tesla in the Geographical Area. This does not include any charging equipment owned by You.
Endorsed/ Endorsement	An authorized variation and/or amendment to Your Policy.
Event	Any one event or series of events arising out of one common cause or source in connection with the Car.
Fixed Depreciation	In the event of the Accident that repairs to the Car are required, an agreed and fixed depreciation will be made on the spare parts which need replacements.

Geographical Area	The territories of Hong Kong Special Administrative Region (SAR) and includes its territorial waters for the purpose of the transit of the Car by sea including incidental loading or unloading.
Home Contents	Your household goods, personal belongings, furniture, fixtures and fittings (including interior decorations) in Your Principal Home.
Hospital	An establishment which meets all the following requirements: <ul style="list-style-type: none"> • holds a licence as a hospital in Hong Kong SAR; and • operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and • provides 24-hour a day nursing service by registered or graduated nurses; and • has a staff of one or more licensed Medical Practitioner available at all times; and • provides organized facilities for diagnosis and major surgical facilities; and • is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
Inexperienced Driver	Any person who has not held a valid driving license (other than a provisional driving license) for a period of two (2) years.
Insured Driver	You or any other person who is driving on Your order or with Your permission provided that You or the person driving holds a license to drive the Car or has held and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
M. I. B.	Motor Insurers' Bureau of Hong Kong.
Malfunction	A condition that the function of the Wall Connector does not accomplish its intended purpose though it has been used in compliance with Tesla's instructions.
Market Value	The cost of replacing the Car with one of the same make and model, of similar condition, specification and age as prevailing immediately before the Accident.
Medical Practitioner	A person other than the Insured, qualified by degree in western medicine and legally authorized in the Geographical Area of his practice to render medical and surgical services.
Misuse	Improper use of the Wall Connector.
Named Driver	An Insured Driver named in Your Policy Schedule.
New for Old	Replacement of the Car without deduction of depreciation when Your Car is stolen or totally lost due to Accident, subject to qualification.
No Claim Discount	An incentive for no claim in current Period of Insurance hence You can pay less premium in next renewal.
Non-Tesla Service Loaner	The car rented by a company other than Tesla Service Center.
Passenger	A person, other than the Insured Driver, who is authorized by You to occupy the Car and is occupying the Car at the time of Accident.
Period of Insurance	The period of cover shown in Your Policy Schedule. Where Your Policy is applied and accepted on the same date, Your Policy becomes effective only at the time Your Application is accepted by Us.
Pet	Domesticated mammals including but not limited to cats and dogs of Insured Driver, living at Your Principal Home.
Policy	Your Application, Your Policy wording (i.e. this document), Your cover note, Policy Schedule and any subsequent Endorsements, all of which should be read together as one contract and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
Policy Schedule	The document which reflects details of: <ol style="list-style-type: none"> (a) You, (b) Your Car, and (c) Any terms and conditions specific to Your Policy.

Principal Home	A private dwelling occupied by the Insured in Hong Kong SAR as his or her permanent
Tesla	Tesla Motors HK Limited / Tesla Motors, Inc. or its authorized affiliated company which manufacture and distribute Tesla electric vehicles.
Tesla Service Center	Any service center in the Geographical Area that is authorized by Tesla, including any Tesla Store, Tesla Service Center and any Tesla-authorized third party service provider in the Geographical Area. A list of Tesla Service Centers is provided at www.teslamotors.com .
Tesla Service Loaner	An electric vehicle provided by a Tesla Service Center.
Theft	An event where a person intentionally and dishonestly takes Your Car, Accessories, Keys, or Spare Parts without Your consent at the time that Your Car, Accessories or spare parts is/are taken.
Wall Connector	A home charger which is manufactured by Tesla and installed at Your Principal Home.
We / Us / Our / Insurer / AXA Company	AXA General Insurance Hong Kong Limited.
Windscreen	Refers to the front, side, rear and quarter glass including the sunroof, panoramic glass roof or any glass roof of the Car.
You / Your / Insured / Policyholder	The person named as the Policyholder in Your Policy Schedule.
Young Driver	Any person who is below the age of twenty five (25) years old.

- 1.2** In the Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.
- 1.3** All amounts stated in the Policy are in Hong Kong dollars, unless otherwise stated.

2 INSURING CLAUSE

We agree, subject to the terms, exclusions and conditions contained or Endorsed herein, that if during the Period of Insurance contained within the Policy Schedule, You, the Car, or the Insured Drivers suffers loss, damage or injury as shown below, We will indemnify to the extent as defined.

You and Us agree:

- 2.1** the Application is incorporated in and is the basis of this insurance contract;
- 2.2** You will or have paid in full the premium specified in the Policy Schedule;
- 2.3** We will provide the insurance subject to the terms and conditions of the Policy in respect of any Event occurring during the Period of Insurance specified in the Policy Schedule; and
- 2.4** the following shall be conditions precedent to any liability of Us:
- 2.4.1 observance of the terms and conditions of the Policy relating to anything to be done or not to be done or to be complied with by You or any other person claiming to be indemnified; and
- 2.4.2 the truth of the Application;
- 2.5** the Policy shall not be in force unless signed cover note and/or certificate of insurance signed by a person authorized by Us and Policy Schedule have been issued.

3 OPERATIVE INSURANCE COVER

- 3.1** Where Your chosen plan is Enhanced Plan, all paragraphs of the Policy wording are operative except paragraph 9.4 VOLUNTARY ADD-ON BENEFITS.
- 3.2** Where Your chosen plan is Custom Plan, all paragraphs of the Policy wording are operative except paragraphs 9.1.3 REMOVAL OF DEBRIS, 9.1.4 ADDITIONAL EXPENSES INCURRED WHILST/AFTER HOSPITAL CONFINEMENT DUE TO CAR ACCIDENT, 9.3.2 PAINTLESS BODY REPAIR, 9.3.3 TYRE AND RIM PROTECTION and 9.4 VOLUNTARY ADD-ON BENEFITS.
- 3.3** Paragraph 9.4 VOLUNTARY ADD-ON BENEFIT is operative only when You have selected this cover, agreed by Us and Endorsed to this Policy.

4 LIMITATIONS AS TO USE OF THE CAR

The insurance coverage under any part of the Policy is operative only when the Car is used for social domestic and pleasure purposes or for Your business or profession.

The Policy will not operate when the Car is used for hire or reward racing pacemaking reliability trial speed testing or used for any purpose in connection with the motor trade.

5 SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE CAR

5.1 SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE CAR

5.1.1 We will indemnify You against loss of or damage to the Car and/or its Accessories and/or its spare parts as configured in the original or upgraded specification by Tesla whilst thereon. We will also indemnify You against accidental loss or damage to the Wall Connector installed at Your Principal Home. We may, at our option, repair reinstate or replace the Car and/or its Accessories and/or its spare parts or pay in cash the amount of such loss or damage.

Our indemnity is limited to the reasonable Market Value of the Car at the time of its loss or damage, except as varied under paragraphs 5.5.1 NEW FOR OLD REPLACEMENT and 5.5.2 FIXED DEPRECIATION ON REPAIRS.

If the Car is disabled by reason of loss or damage insured by the Policy, We will pay the reasonable cost of redelivery after repair to Your address within the Geographical Area where the loss or damage was sustained provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Car.

5.1.2 In the event of loss of or damage to the Car and/or its standard or upgraded Tesla's Accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area where the Car is held for repair or in the event of Us exercising the option to pay in cash the amount of the loss or damage, the liability of Us in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by Tesla or his agents for the Geographical Area where the Car is held for repair or, if no such catalogue or price list exists, the price last obtaining at Tesla's works plus the reasonable cost of transport otherwise than by air to the Geographical Area where the Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

5.2 SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

5.2.1 If to Our knowledge the Car is the subject of a hire purchase agreement, the Hire Purchase Owner will be specified in the Policy Schedule or in an Endorsement Endorsed hereon. Any payment in cash by Us in respect of loss of or damage to the Car shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of Us in respect of such loss or damage. Under all circumstances, the indemnity to the Car shall be based on its reasonable Market Value at the time of loss or damage, except as varied under paragraphs 5.5.1 NEW FOR OLD REPLACEMENT and 5.5.2 FIXED DEPRECIATION ON REPAIRS.

5.2.2 It is a condition precedent to Our liability that:

5.2.2.1 the Car is fitted with an anti-theft alarm system approved by Us, and that no withdrawal, alteration or vibration of the system, or any structural alteration which might affect the system, shall be made without the consent of Us.

5.2.2.2 the anti-theft alarm system shall have been put into full and effective operation at all times when the Car is unattended, and at all other appropriate times.

5.2.2.3 the anti-theft alarm system shall have been maintained in good order throughout the currency of this insurance.

5.2.2.4 all other protections provided for the safety of the Car shall be maintained in good order throughout the currency of this insurance and that they are in full and effective operations at

all appropriate times.

5.2.2.5 all keys and duplicate keys related to the above alarm must be removed from the Car when unattended, and at all other appropriate times.

5.2.2.6 Any repair to the Car that is the subject of a claim under SECTION (I) shall be performed at or by a Tesla Service Center. The cost of any repair to the Car that shall be performed by any party other than a Tesla Service Center shall not be entitled to indemnification.

5.3 SPECIAL EXCLUSIONS TO SECTION (I) INSURANCE

We will not be liable:

5.3.1 for consequential loss;

5.3.2 for depreciation wear and tear, mechanical or electrical breakdown failure or breakage;

5.3.3 in respect of paintless body repairs and/or tyre and/or rim unless damage is caused to other parts of the Car at the same time except for Enhanced Plan which protection has been extended to extent described under paragraphs 9.3.2 and 9.3.3; and

5.3.4 for any claim excesses applicable to SECTION (I).

5.4 CLAIMS EXCESSES APPLICABLE TO SECTION (I) INSURANCE

5.4.1 In respect of any Event giving rise to a claim (other than an Event of Theft or attempted Theft), We will not be liable for the first amount of such claim specified in the Policy Schedule as "General Excess" applicable to SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE CAR.

5.4.2 The first amount of any claim for which We are not liable pursuant to paragraph 5.4.1 will be increased if at the time of the occurrence of the Event giving rise to the claim:

5.4.2.1 the Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" applicable to SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE CAR specified in the Policy Schedule;

5.4.2.2 the Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" applicable to SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE CAR specified in the Policy Schedule.

5.4.3 In respect of any claim arising out of Theft or attempted Theft of the Car, We will not be liable for the first amount of each claim specified in the Policy Schedule as the "Theft Loss Excess".

5.4.4 In the event of a claim under SECTION (I):

5.4.4.1 if paragraph 5.4.3 is applicable, then paragraphs 5.4.1 and 5.4.2 will not be applicable;

5.4.4.2 if paragraph 5.4.1 and any or more of paragraphs 5.4.2.1 and 5.4.2.2 are applicable, the first amount of such claim for which We are not liable will be calculated cumulatively;

5.4.4.3 if the expenditure incurred by Us shall include any amount for which We are not liable pursuant to paragraphs 5.4.1, 5.4.2 or 5.4.3, the Insured shall forthwith repay such amount to Us.

5.4.5 The provisions of paragraphs 5.4.1 and 5.4.2 shall not apply to loss of or damage to the Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding Accident involving the Car.

5.5 ADDITIONAL BENEFITS TO SECTION (I) INSURANCE

5.5.1 NEW FOR OLD REPLACEMENT

In the event the Car is stolen or has sustained total loss in an Accident covered under the Policy and subject to the Policy terms and conditions, provided that:

5.5.1.1 You are the first registered owner; and

5.5.1.2 the first registration of the Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof;

We agree to replace the Car with a car of the same make and model without deducting any depreciation during the Period of Insurance if the loss occurs within –

- For Enhanced Plan - the first twenty-four (24) months; or

- For Custom Plan - the first twelve (12) months of the first registration of the Car with the Transport Department;

Subsequent to the number of months as stipulated above and also subject to paragraphs 5.5.1.1 and 5.5.1.2 We will indemnify in accordance with the following table:

Car Registration Age	For Custom Plan	For Enhanced Plan
Up to 12 months	New for Old	New for Old
> 12 up to 24 months	80% of Original Price	
> 24 up to 36 months	75% of Original Price	75% of Original Price
> 36 months and thereafter	Market depreciated value at the time of loss	Market depreciated value at the time of loss

It is a condition precedent to Our liability that:

- 5.5.1.3 the same make and model of the Car is available in Hong Kong SAR;
 - 5.5.1.4 any alterations/modifications made to the Car are excluded;
 - 5.5.1.5 additional Accessories and equipment, other than optional upgraded Tesla Accessories and equipment and the value of which is insured, are excluded;
 - 5.5.1.6 the net purchase price of the replacement car does not exceed the original net purchase price of the Car; and
 - 5.5.1.7 written consent from Us must be obtained before replacement;
- However, when You choose not to accept the replacement car or the replacement car of the same make and model is not available, We will pay You in accordance with the terms and conditions of the Policy as if this paragraph 5.5.1 does not apply.

5.5.2 FIXED DEPRECIATION ON REPAIRS

In the event of the Accident that repairs to the Car are required, and provided:

- 5.5.2.1 You are the first registered owner; and
- 5.5.2.2 the first registration of the Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof;

We would deduct depreciation, if any, in accordance with table mentioned below:

Car Registration Age	For Custom Plan	For Enhanced Plan
Up to 12 months	0%	0%
> 12 up to 24 months	20%	
> 24 up to 36 months	25%	25%
> 36 months and thereafter	Market depreciation % at the time of loss	Market depreciation % at the time of loss

5.5.3 WINDSCREEN, WINDOWS, HEADLAMPS AND TAIL LAMPS REPLACEMENT

We will pay the cost of repair or replacement of all glass in the Windscreen, or in the windows of the Car, or glass panoramic roof or mirrors, following accidental breakage of such glass, provided that there is no other damage to the Car. It also covers accidental breakage of the headlamps and tail lamps of the Car. For the purpose of this extension, breakage means physical damage but exclude cosmetic damage or any manufacture defects.

Repair or replacement must be carried out by a Tesla Service Center, payment made by Us under this extension will be direct to the Tesla Service Center and will not count against Your No Claim Discount.

6 SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES

6.1 SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES

Subject to Policy Limits of Liability Conditions and Exclusions, We will indemnify You and/or any Insured Driver and/or at Your request any person (other than the person driving) in or getting into or out of the Car against all sums including claimant's costs and expenses which You and/or such Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of You and/or such Insured Driver and/or such other person with Our written consent in respect of:

6.1.1 death of or bodily injury to any person; and/or

6.1.2 damage to property;

where such death or bodily injury or property damage arises out of an Accident caused by or in connection with the Car including the loading or unloading of goods onto or from the Car and within the limits of any carriageway or thoroughfare the bringing of goods to the Car for loading thereon or the taking away of goods from the Car after unloading therefrom or directly attributable to installation, Misuse or Malfunction of Wall Connector installed at Your Principal Home.

6.2 POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (II) INSURANCE

6.2.1 Our indemnity to You and/or any other person claiming to be indemnified under SECTION (II) including claimant's costs and expenses and other costs and expenses incurred by or on Your behalf and/or such other person with Our written consent arising out of any Event is limited to:

6.2.1.1 in respect of death of or bodily injury to any person pursuant to paragraph 6.1.1, the amount specified in paragraph 11.1 as Policy Limit of Liability "Third Party Death or Bodily Injury"; and

6.2.1.2 in respect of damage to property pursuant to paragraph 6.1.2, the amount specified in paragraph 11.1 as Policy Limit of Liability "Third Party Property Damage".

Where the Policy insures more than one Car, the limitations of Our indemnity will nevertheless apply irrespective of the number of insured Cars that may be involved in the same Event.

6.2.2 If the occurrence of any Event results in indemnity to more than one person, the limitations of Our indemnity specified in paragraph 6.2.1 will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.

6.2.3 At any time after the happening of any Event giving rise to a claim or a series of claims under SECTION (II) We may pay to You and/or any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph 6.2.1 (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and We shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to You or such person in consequence of any alleged action or omission of Us in connection with such defence settlement or proceedings or of Us relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or by such person or by any claimant or other person after We shall have relinquished such conduct.

6.3 SPECIAL CONDITIONS APPLICABLE TO SECTION (II) INSURANCE

6.3.1 In the event of the death of any person entitled to indemnity under SECTION (II), We will in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.

6.3.2 We may at Our own option and expense:

6.3.2.1 arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under SECTION (II); and/or

6.3.2.2 under-take the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under SECTION (II).

6.4 SPECIAL EXCLUSIONS TO SECTION (II) INSURANCE

We will not be liable:

- 6.4.1 to indemnify any person claiming to be indemnified:
 - 6.4.1.1 unless such person shall observe fulfil and be subject to the terms and conditions of the Policy in so far as they can apply; or
 - 6.4.1.2 if such person is entitled to indemnity under any other insurance policy;
- 6.4.2 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - 6.4.2.1 any person (including You) claiming to be indemnified under SECTION (II); or
 - 6.4.2.2 the employer of any person (including You) claiming to be indemnified under SECTION (II);
- 6.4.3 in respect of damage to property belonging to or held in trust by or in the custody or control of:
 - 6.4.3.1 any person (including You) claiming to be indemnified under SECTION (II); or
 - 6.4.3.2 a member of the same household of any person (including You) claiming to be indemnified under SECTION (II);
- 6.4.4 in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong SAR;
- 6.4.5 for any claims excesses applicable to SECTION (II).
- 6.4.6 for any liability whilst the Car is driven within any area to which the Hong Kong Airport (Restricted Areas) Regulations apply except in so far as it may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

6.5 CLAIMS EXCESSES APPLICABLE TO SECTION (II) INSURANCE

- 6.5.1 In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, We will not be liable for the first amount of such claim specified in the Policy Schedule as "Third Party Property Excess" applicable to SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES.
- 6.5.2 In the event of any Accident giving rise to a claim for indemnity against liability solely for third party property damage, We agree to waive the third party property excess pursuant to paragraph 6.5.1 if at the time of the occurrence of the event, You are:
 - 6.5.2.1 driving the Car; and
 - 6.5.2.2 within 30 to 45 years of age; and
 - 6.5.2.3 holding a valid driving license for more than two years.
- 6.5.3 The first amount of any claim for which We are not liable pursuant to paragraph 6.5.1 will be increased if at the time of the occurrence of the event giving rise to the claim:
 - 6.5.3.1 the Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" applicable to SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES" specified in the Policy Schedule;
 - 6.5.3.2 the Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" applicable to SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES" specified in the Policy Schedule.
- 6.5.4 In the event of a claim under SECTION (II)
 - 6.5.4.1 if paragraph 6.5.1 and any or more of paragraphs 6.5.3.1 and 6.5.3.2 are applicable, the first amount of such claim for which We are not liable will be calculated cumulatively;
 - 6.5.4.2 if the expenditure incurred by Us resulting from a claim includes the amount for which We are not liable pursuant to paragraphs 6.5.1 or 6.5.2, You shall forthwith repay such amount to Us.

6.6 ADDITIONAL BENEFITS TO SECTION (II) INSURANCE

This Policy will indemnify You against Your legal liabilities in respect of third party property damage and bodily injury arising out of charging Your Car at Designated Chargers within Hong Kong SAR. The maximum limit of indemnity is \$200,000 per accident and per Period of Insurance. You have to bear the first \$5,000 in respect of claim for third party property damage.

For the avoidance of doubt, paragraphs 6.2.3, 6.3 and 6.4.1 to 6.4.4 apply to this paragraph 6.6 (subject to the change of the wording "6.2.1" in paragraph 6.2.3 to "6.6")

6.7 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If We are obliged by the laws of any country within the Geographical Area or by virtue of any agreement between Us and The Motor Insurers' Bureau of Hong Kong to pay an amount for which We would not otherwise be liable under the Policy You and any other person on whose account the payment is made shall forthwith repay such amount to Us.

7 SECTION (III) INSURANCE - INDEMNITY OF MEDICAL EXPENSES

We will pay to You the necessary and reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by You or the Insured Driver (other than You) or Passenger as the direct and immediate result of an Accident to the Car, provided always that Our liability under SECTION (III) arising out of any Event shall not exceed the amount specified in paragraph 11.1 as "Policy Limit Of Indemnity".

8 NO CLAIM DISCOUNT

8.1 In the event of no claim being made or arising under the Policy during any of the periods of insurance specified below, the Car should progress to the relevant NCD Group as below and enjoy premium saving as determined by Us upon next renewal.

<u>Period of Insurance (claim free)</u>	<u>NCD Group</u>	
Less than one year	0%] Enjoy premium savings in next renewal as determined by Us
One year	20%	
2 consecutive years	30%	
3 consecutive years	40%	
4 consecutive years	50%	
5 or more consecutive years	60%	

8.2 If a claim has been made or has arisen under the Policy during a Period of Insurance of which the NCD Group is 40% or less, any premium saving shall be forfeited and the Car will be down-graded to 0% NCD Group; and If a single claim has been made or has arisen to Your Car insured under the Policy during a Period of Insurance in which it falls into the NCD Group of 50% or 60%, premium saving will be reduced and the said Car shall be down-graded at the next renewal to NCD Group of 20% or 30% respectively; but if more than one claim has been made or has arisen, any premium saving shall be forfeited and the Car will fall into 0% NCD Group.

8.3 For the avoidance of doubt, any claim made under any part of the Policy during a Period of Insurance shall result in cancellation or reduction of the premium saving pursuant to paragraph 8.2 notwithstanding any assertion that You and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under the Policy.

8.4 This Policy is subject to No Claim Discount (NCD) Protection as per paragraph 9.3.1.

8.5 For the sake of clarity, the percentage under NCD Group is not the figure(s) to apply to derive Your premium saving upon next renewal. The amount of premium saving is to be determined by Us.

9 ADDITIONAL BENEFITS

9.1 ADDITIONAL EXPENSES COVER

9.1.1 PERSONAL ACCIDENT TO THE INSURED DRIVER & PASSENGER

We will pay a compensation according to the amount provided below for bodily injury as hereinafter defined sustained by the Insured Driver who is driving the Car and/or Passenger who is occupying inside the Car at the time of Accident, or the Named Driver who is driving any other private car which

is not the Car and/or not insured by Us, and caused by violent accidental external and visible means which independently of any other cause (excluding medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

Insured Driver/Passengers	Amount of Compensation	
	Custom Plan	Enhanced Plan
1. Death	\$250,000/Insured Driver; \$125,000/Passenger	\$500,000/Insured Driver; \$250,000/Passenger
2. Total and irrecoverable loss of all sight in both eyes	\$250,000/Insured Driver; \$125,000/Passenger	\$500,000/Insured Driver; \$250,000/Passenger
3. Total loss by physical disablement at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$250,000/Insured Driver; \$125,000/Passenger	\$500,000/Insured Driver; \$250,000/Passenger
4. Total loss by physical disablement at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$250,000/Insured Driver; \$125,000/Passenger	\$500,000/Insured Driver; \$250,000/Passenger
5. Total and irrecoverable loss of all sight in one eye	\$125,000/Insured Driver; \$62,500/Passenger	\$250,000/Insured Driver; \$125,000/Passenger
6. Total loss by physical disablement at or above the wrist or ankle of one hand or one foot	\$125,000/Insured Driver; \$62,500/Passenger	\$250,000/Insured Driver; \$125,000/Passenger

Provided always that:

- i. No compensation shall be payable in respect of bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to:
 - a. intentional self-injury suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or
 - b. an Accident happening whilst such person is under the influence of intoxicating liquor or drugs;
- ii. Such compensation shall be payable directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person; and
- iii. The use of Car is within the limitations of paragraph 4. LIMITATIONS AS TO USE OF THE CAR.

9.1.2 KEY REPLACEMENT

We will pay the necessary and reasonable expenses actually incurred by You for the replacement of Car's key during the Period of Insurance due to accidental loss or damage or Theft.

We are not liable for the loss if:

- 9.1.2.1 the key is left unattended in public place;
- 9.1.2.2 the key is left unattended in the Car unlocked.

Key replacement must be carried out by a Tesla Service Center, payment made by Us will be direct to the Tesla Service Center.

9.1.3 REMOVAL OF DEBRIS (APPLICABLE TO ENHANCED PLAN ONLY)

We will pay the necessary and reasonable expenses actually incurred by You for the removal of the debris from areas affected by the Car from an insured Accident during the Period of Insurance. The maximum limit of this benefit is \$2,000 per Accident.

9.1.4 ADDITIONAL EXPENSES INCURRED WHILST/AFTER HOSPITAL CONFINEMENT DUE TO CAR ACCIDENT (APPLICABLE TO ENHANCED PLAN ONLY)

9.1.4.1 Pet Care

We will pay the necessary and reasonable accommodation expenses of Your Pet incurred by You at a licensed boarding establishment located in Hong Kong SAR for the period that You are registered as in-patient of a Hospital as a result of bodily injury sustained in an insured Accident during the Period of Insurance. The maximum limit of this benefit is \$2,500 per Accident.

9.1.4.2 Home Contents Care

We will pay for the loss of or damage to Your Home Contents at Your Principal Home in Hong Kong SAR, as a direct result of burglary involving the use of forcible and violent entry to or exit from Your Principal Home which is uninhabited during the period that You are registered as in-patient of a Hospital as a result of bodily injury sustained in an insured Accident, provided that the police report of such burglary has been provided to Us. The maximum limit of this benefit is \$5,000 per Accident.

9.1.4.3 Missed Performance, Show or Tour to Theme Parks

We will pay the unused and non-refundable ticket cost incurred by You in the event that You are unable to utilize such ticket(s) to attend or visit theme parks, sports events, musical or performance events during the period that You are registered as in-patient of a Hospital as a result of bodily injury sustained in an insured Accident. The maximum limit of this benefit is \$1,000 per Accident. We are not liable if the ticket(s) allow more than one visit within a year or a specific period of time or if other person has used such ticket(s).

9.1.4.4 Home Nursing

We will pay the actual reasonable and customary fees charged by a qualified nurse in respect of care service which is medically necessary provided to You at Your Principal Home (not being a nursing or convalescent home), as a result of bodily injury sustained in an insured Accident during the Period of Insurance. The maximum limit of this benefit is \$2,000 per Accident.

It is a condition precedent to Our liability that:

9.1.4.4.1 You are registered as in-patient of a Hospital as a result of bodily injury sustained in an insured Accident;

9.1.4.4.2 such home nursing service must be carried out within 30 days of such discharge; and

9.1.4.4.3 such home nursing service must be recommended in writing by the attending Medical Practitioner.

9.1.4.5 Psychological Treatment Expenses

We will pay the cost of psychological treatments incurred by You on outpatient basis as a result of bodily injury sustained in an insured Accident during the Period of Insurance. The maximum limit of this benefit is \$2,000 per Accident.

It is a condition precedent to Our liability that:

9.1.4.5.1 You are registered as in-patient of a Hospital as a result of bodily injury sustained in an insured Accident;

9.1.4.5.2 the required psychological treatments must be carried out within 30 days of such discharge;

9.1.4.5.3 the required psychological treatments are medically necessary and must be recommended in writing by the attending Medical Practitioner.

9.2 CONCIERGE SERVICES

9.2.1 MOBILITY SERVICE ASSISTANCE

In the event of the Car being immobilized due to an insured Accident necessitating repair at a garage/workshop, or discovered stolen but unfound, provided that a formal report has been made to Us &/or the police, we would reimburse expenses incurred either for hiring rental car or taking taxi/MTR/other public land transportation within Hong Kong SAR to the maximum benefits as stated below.

You have the option to choose any one of the following:

- a) Rental car in Hong Kong SAR, first option to choose is a Tesla Service Loaner or if it is not available, a Non-Tesla Service Loaner; or
 - b) Taxi / MTR / other public land transportation with Hong Kong SAR;
- except on the day of Accident You can take any type of public land transportation from the place of the Accident to Your original planned destination within Hong Kong SAR and then start the rental on that day. The additional benefits mentioned above will terminate upon completion of repair to Your Car or recovery of the stolen Car in good condition or the Theft claim has been fully settled.

9.2.1.1 Rental Car

We will pay for the costs incurred or necessarily incurred for hiring the rental car but subject to the following conditions:

- 9.2.1.1.1 the make and model of the rental car should be identical to the Car, or similar to the Car, but not better nor more expensive than the Car;
- 9.2.1.1.2 We will not be responsible for the delivery of the rental car;
- 9.2.1.1.3 this benefit is applicable to You and/or Insured Driver under the Policy who can be registered as the driver of the rental car only; and
- 9.2.1.1.4 for a Tesla Service Loaner, We will directly reimburse to the providing Tesla Service Center. For a Non-Tesla Service Loaner, you must submit to Us an official rental invoice/receipts issued by the car rental company.

Any collision damage charge, optional insurance or costs of fuel and/or liability involving this rental car are excluded.

The maximum benefit of rental car is as following table:

	Custom Plan	Enhanced Plan
Tesla Service Loaner provided by a Tesla Service Center	5 days	10 days
Non-Tesla Service Loaner	\$1,000 / day; \$5,000 in aggregate for any one Accident	\$1,000 / day; \$10,000 in aggregate for any one Accident

9.2.1.2 Taxi/MTR/other public land transportation in Hong Kong SAR

We will reimburse You for the expenses of taking taxi/MTR/other public land transportation for travelling anywhere within Hong Kong SAR subject to an aggregate daily limit of \$500. Original receipts must be provided to claim for the reimbursement.

- 9.2.1.3 The maximum benefits for paragraph 9.2.1 MOBILITY SERVICE ASSISTANCE is \$5,000 for any one Accident for Custom Plan and \$10,000 for any one Accident for Enhanced Plan.

9.2.2 24-HOURS EMERGENCY SERVICE (ASSISTANCE HOTLINE)

During the Period of Insurance You &/or Insured Driver could contact Motor Insurance Assistance Hotline at: (852) 2851 1990.

Please provide the following information when contacting the hotline:

- Your name; and
- Policy number, vehicle registration number of Your Car and inception date of the Policy; and

- the telephone number where the hotline staff can reach You; and
- a brief description of the Accident and the nature of the assistance required.

The following emergency services are available:

- Emergency roadside assistance
- Towing of the Car
- Rental car
- Traffic Regulation Enquiry Assistance – provide You with general information on HKSAR traffic regulation
- 24-Hours General Claims Assistance

Service provided is only on **advisory or referral basis except benefits provided under paragraphs 9.2.1 and 9.2.3.** Expenses incurred should be paid by You.

Our 24-hour assistance hotline service is coordinated by the Service Provider. We shall not be responsible for any act or failure to act on the part of the Service Provider.

9.2.3 24-HOURS TOWING SERVICES

If the Car is immobilized unfit or unsafe to be driven due to an Accident to or mechanical breakdown of the Car resulting in a condition is beyond repair at the roadside, We will at Our expense, arrange for the Car to be towed to a Tesla Service Center or any other place in Hong Kong SAR requested by You or Your authorized driver. This extra benefit is extended to cover the necessary storage costs which shall not exceed \$1,000 per insured Accident. In such case, the Car must not be left unattended prior to the arrival of the provider of the towing service.

9.2.4 CLAIMS RECOVERY SERVICE

A claims recovery service will be provided by Us to pursue recovery of Your un-insured losses incurred as a result of an incident occurring in Hong Kong SAR which:

9.2.4.1 has been reported to Us and compensation has been paid by Us for the damage to the Car; and

9.2.4.2 is attributable to the negligence on the part of the third party(ies);

It is also stipulated that:

9.2.4.3 You are required to render full assistance and co-operation with Us in the course of the recovery action;

9.2.4.4 No guarantee of a successful recovery action will be made by Us, and We shall not bear any legal responsibility for the failure of any such action;

9.2.4.5 We reserve all rights at Our sole and absolute discretion to discontinue the recovery action whenever We consider appropriate; and

9.2.4.6 Legal costs and all relevant disbursements which are necessarily incurred in a recovery action will be jointly borne by You and Us in accordance with the proportion of respective claims.

9.2.5 RENEWAL OF VEHICLE LICENSE SERVICE

We would arrange renewal of vehicle license of Your Car at Transport Department provided Your Car has no pending charges and the Car Manufacture Age is below six (6). You can simply drop down the following required documents **one calendar month prior to license expiry date** to AXA Assistance Hong Kong during its office hours at Unit 1015-1018, 10/F Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong. Its office hours is from every Monday to Friday 9:00 a.m.to 7:00 p.m., excluding any Saturday, Sunday and public holidays and days with extreme weather conditions when there is “black rainstorm” or “typhoon signal no. 8 or above” is hoisted.

We would require the following information:

- Completed and signed TD558 form - Application for Renewal of Vehicle License;
- Copy of proof of present address issued within last 3 months;
- Copy of identity document;

- d) Original Vehicle Registration Document;
- e) The appropriate renewal fee, crossed cheque payable to either "The Government of the Hong Kong Special Administrative Region" or "The Government of the HKSAR"; and
- f) any other document or information, if any, required by the Transport Department.

You are reminded to settle all payment for any issued fixed penalty tickets or notices issued by the Government of HKSAR before submitting documents to AXA Assistance Hong Kong, otherwise Your license cannot be renewed.

You can collect your renewed license one working week after submission to AXA Assistance Hong Kong at their office upon their confirmation of renewal.

9.3 ADD-ON BENEFITS

9.3.1 NO CLAIM DISCOUNT (NCD) PROTECTION

Notwithstanding the provisions of paragraph 8 of the Policy where the total claims in aggregate during the current Period of Insurance with respect to the Policy does not exceed the amount of \$100,000 or 20% reasonable Market Value of the Car at the time of loss/damage, whichever the lesser, You can be protected against the down-grading of Your NCD Group and premium saving will not be reduced.

Nonetheless, this Protection will be forfeited should Your NCD entitlement be transferred to any other insurance company for whatever reason including non-renewal by either party(ies).

9.3.2 PAINTLESS BODY REPAIR (APPLICABLE TO ENHANCED PLAN ONLY)

We will pay the necessary and reasonable expenses incurred in connection with removing scratches, minor dents, scuffed bumpers from the body of Your Car due to accidental loss or damage. The maximum limit of this benefit is \$50,000 per Period of Insurance. You have to bear an excess of \$500 for any one claim.

We will not be liable:

- 9.3.2.1 for any loss of use of the Car (which is covered under paragraph 5 of this Policy for the avoidance of doubt) or any consequential loss of any kind;
- 9.3.2.2 for split, cracked, perforated or dented bumpers;
- 9.3.2.3 for Car with a non-standard or custom paint finish including but not limited to self-healing paint, chrome illusion paint, two tone paint, or matte finishes;
- 9.3.2.4 for general wear and tear, corrosion or neglect or a defect;
- 9.3.2.5 for any damage caused by or to stickers or decals;
- 9.3.2.6 for damage that is caused by malicious damage or a road traffic accident (which is covered under paragraph 5 of this Policy for the avoidance of doubt);
- 9.3.2.7 if the time between the damage incurrence and reporting of claim by You exceeds 14 days;
- 9.3.2.8 for cost of any work carried out on the Car without Our authorization.

9.3.3 TYRE AND RIM PROTECTION (APPLICABLE TO ENHANCED PLAN ONLY)

We will pay the necessary and reasonable expenses incurred in connection with and when Car tyres are punctured, suffer a blowout, or are damaged or there is damage to wheel rims due to road hazards including but not limited to roadside kerbs, potholes and road debris. The maximum limit is two (2) tyres and two (2) rims per Period of Insurance, You are liable for the first \$500 per claim for upgraded tyres and rims.

We will not be liable:

- 9.3.3.1 for any loss of use of the Car (which is covered under paragraph 5 of this Policy for the avoidance of doubt) or any consequential loss of any kind;
- 9.3.3.2 if the tyre tread depth is lower than required by Regulation of Road Traffic (Construction and Maintenance of Vehicles) Regulations (Cap. 374A) as may be amended from time to time or any legislation which replaces the same;

- 9.3.3.3 damage caused by incorrect wheel balancing, incorrect fitting of the tyre (by any service centre, repair shop or tyre centre other than a Tesla Service Center), defective steering tracking or defective suspension or by third party for general maintenance to the Car;
- 9.3.3.4 for general wear and tear, corrosion or neglect or a defect;
- 9.3.3.5 for any manufacturer's defect or recall;
- 9.3.3.6 for Your Car being driven/ridden on any beach, 4 wheel drive track, unpaved roads, rough terrain or trails or off a public road;
- 9.3.3.7 for any form of damage resulting from a collision or any accidental fire or Theft damage to Your Car (which is covered under paragraph 5 of this Policy for avoidance of doubt);
- 9.3.3.8 for any deliberate, intentional, malicious or criminal act;
- 9.3.3.9 for Your failing to maintain the Tesla's recommended tyre pressure;
- 9.3.3.10 for damage caused by scratching or bruising;
- 9.3.3.11 if You do not take all reasonable precautions to prevent loss or damage to Your Car tyre and rim, including, but not limited to protecting and maintaining your Car and its tyre and rim.

9.4 VOLUNTARY ADD-ON BENEFITS

9.4.1 NON-TESLA ACCESSORY UPGRADE

As You have chosen with additional premium, this Policy is extended to cover non-Tesla additional Accessories including audio-visual equipment, disablement equipment, Car camera, sunroof, global positioning system, and Car alarm that are permanently fixed to Your Car and that are not configured as the original specification by Tesla during any Period of Insurance provided that:

- 9.4.1.1 this Policy does not cover any loss of or damage to tapes and compact discs and intrinsic value therein;
- 9.4.1.2 You have complied with all applicable laws, rules or regulations, and completed the requirements and certification that are required under the applicable laws, rules or regulations; and You would bear 20% of loss.

We may, at Our option, repair, reinstate or replace such additional Accessories or pay in cash the amount of such loss or damage. Our indemnity is limited to the reasonable Market Value of such additional Accessories damaged or lost at the time of its loss or damage plus the reasonable cost of fitting. In the event of claim You must submit to Us an official invoice/receipts issued by related manufacturer and all related certifications issued by competent authority.

9.4.2 OWN DAMAGE OF YOUR CAR IN GUANGDONG PROVINCE OF THE PEOPLE'S REPUBLIC OF CHINA

As You have chosen with additional premium, Your Policy is extended to cover Your Car under SECTION (I) AGAINST LOSS OF OR DAMAGE TO YOUR CAR whilst being driven in the geographical area of the Guangdong Province of the People's Republic of China. Indemnity limits of the original Policy remain unchanged. The free additional benefits as per paragraph 9 apply **except** the whole of paragraph 9.2 CONCIERGE SERVICES;

For any claim arising within Guangdong Province, the amounts of General Excess applicable to SECTION (I) will be revised to 10% of the Market Value of the Car, and Theft Loss Excess applicable to SECTION (I) revised to 20% of the Market Value of the Car.

10 GENERAL EXCLUSIONS

We will not be liable under the Policy in respect of:

10.1 any Accident loss damage or liability caused sustained or incurred:

- 10.1.1 outside the Geographical Area;

10.1.2 whilst on Your order or with Your permission or to Your knowledge the Car in respect of which indemnity is provided by the Policy is being used otherwise than in accordance with the Limitations As To Use Of The Car, or being driven by any person not authorized by You or is for the purposes of being driven by You in the charge of such person. In any action suit or other proceedings where We allege that by reason of paragraph 10.1.2, any Accident loss damage or liability is not indemnifiable by the Policy, the burden of proving that such Accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

10.2 any Accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

10.2.1 War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law;

10.2.2 civil commotion assuming the proportions of or amounting to popular rising;

10.2.3 detention, seizure, confiscation or any attempt thereat;

10.2.4 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or

10.2.5 any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means;

or by any direct or indirect consequences of any of the said occurrences.

In any action suit or other proceedings where the Company alleges that by reason of paragraph 10.2, any Accident loss damage or liability is not indemnifiable by the Policy, the burden of proving that such Accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

10.3 TERRORISM EXCLUSIONS

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense 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.

For the purpose of this paragraph 10.3 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

This paragraph 10.3 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

In the event any portion of this paragraph 10.3 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10.4 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

- 10.5** any Accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 10.5, combustion shall include any self-sustaining process of nuclear fission.
- 10.6** any Accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- 10.7** any Accident, loss, damage or liability caused, sustained or incurred whilst the Car is being driven by, or is in the charge of, or is under the control of You or any Insured Driver:
- 10.7.1 who is convicted of an offence for being under the influence of drink and/or drugs to such an extent as to be incapable of having proper control of the Car; or
 - 10.7.2 when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
 - 10.7.3 who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oval fluid, blood, or urine for testing or analysis, or to perform any other relevant test as required by law.

10.8 SANCTION LIMITATION AND EXCLUSION CLAUSE

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder 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 under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11 GENERAL CONDITIONS

11.1 It is hereby noted and agreed that the Policy Limit(s) of Liability under this Policy are as follows:

SECTION (I) INSURANCE	AGAINST LOSS OF OR DAMAGE TO THE CAR - paragraph 5.1.1 Reasonable Market Value of the Car at the time of its loss or damage, except as varied under paragraphs 5.5.1 NEW FOR OLD REPLACEMENT and 5.5.2 FIXED DEPRECIATION ON REPAIRS
SECTION (II) INSURANCE	AGAINST THIRD PARTY LEGAL LIABILITIES Policy Limit(s) of Liability Any One Event Third Party Death or Bodily Injury - paragraph 6.1.1\$100,000,000 Third Party Property Damage - paragraph 6.1.2 \$5,000,000
SECTION (III) INSURANCE	INDEMNITY OF MEDICAL EXPENSES Policy Limit of Indemnity Any One Event - paragraph 7 \$10,000

11.2 Every notice or communication to be given or made under the Policy shall be delivered in writing to Us.

11.3 In the event of any occurrence which may give rise to a claim under the Policy You shall immediately give notice thereof to Us with full particulars. Every letter claim writ of summons and process shall be notified or forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under the Policy. In case of Theft or other criminal act which may be the subject of a claim under the Policy You shall give immediate notice to the Police and cooperate with Us in securing the conviction of the offender.

11.4 No admission offer promise payment or indemnity shall be made or given by or on behalf of You or any person claiming to be indemnified without the prior written consent of Us which shall be entitled to take over and conduct in the name of You or such person the defence or settlement of any claim or to prosecute in the name of You or such person for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You and such person shall give all such information and assistance as We may require.

11.5 You shall take all reasonable steps to safeguard the Car from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Car or any part thereof or any driver or employee of You. In the event of any Accident or breakdown the Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Car or third party legal liabilities arising therefrom shall be excluded from the scope of indemnity granted by the Policy.

11.6 We may cancel the Policy by giving seven days' notice by email to You at Your last known email address or by registered letter to You at Your last known address and in such event will return to You the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by You on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current certificate of insurance has been returned to Us on or before the date of cancellation) You shall be entitled to a return of premium less the premium calculated at Our short period rates below for the period the Policy has been in force provided that We are not required to return any premium below the amount of \$500 (not including M.I.B. surcharge).

11.7

<u>Covered Period Not Exceeding</u>	<u>Annual Rate Charge</u>
1 month	20%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
8 months	80%
9 - 12 months	100%

11.8 If at the time any claim arises under the Policy there is any other insurance covering the same loss damage or liability We shall not be liable to pay or contribute more than Our rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 11.7 shall impose on Us any liability from which but for this paragraph 11.7 We would have been relieved pursuant to paragraph 6.4.1.2.

11.9 All differences arising out of the Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that an arbitration award shall be first obtained. If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11.10 Subject to paragraph 11.8, the Policy is subject to the exclusive jurisdiction of courts of Hong Kong SAR. The Policy is to be construed according to the laws of Hong Kong SAR.

11.11 This Policy is subject to a minimum premium of \$500 (not including M.I.B. surcharge).

11.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

PERSONAL INFORMATION COLLECTION STATEMENT

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “Company”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5 evaluating your financial needs;
- 6 designing products/services for customers;
- 7 conducting market research for statistical or other purposes;
- 8 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 9 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 10 conducting identity and/or credit checks and/or debt collection;
- 11 complying with the laws of any applicable jurisdiction;
- 12 carrying out other services in connection with the operation of the Company’s business; and
- 13 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing:

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;

- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2 above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in 1 above to all or any of the persons described in 3 above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer

AXA General Insurance Hong Kong Limited

23/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

HOW TO MAKE A CLAIM

In the event of any occurrence which may give rise to claim under the Policy, Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ of summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of Theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over the conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

Important – Please follow these guidelines as they will assist us in processing your claim.

Please always state your policy and/or claim reference in all communications.

Should you have any query or need further advice please call us on (852) 2867 8708.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

CARING FOR OUR CUSTOMERS

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do

- You may submit your feedback to the AXA Manager in charge of the matter you are raising.
- If, following contact with the above, you feel that you require further assistance then please write to

Chief Executive Officer

AXA General Insurance Hong Kong Limited

23/F, One Kowloon, 1 Wang Yuen Street,

Kowloon Bay, Kowloon, Hong Kong

An acknowledgement that your complaint has been received will be sent to you within two working days following which your complaint will be investigated. If we have your telephone number we will call you.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Claims Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, you may write to the Insurance Claims Complaints Bureau at the following address

Insurance Claims **Complaints** Bureau

29/F, Sunshine Plaza

353 Lockhart Road

Wan Chai, Hong Kong

If the Insurance Claims Complaints Bureau decides that our handling of your claim has been unreasonable or technically incorrect, their decision is binding on us by the terms of an agreement we have signed.

Important –

Please remember to quote your Policy reference in any communication.

Customer Service Hotline

Please keep this policy in good order. Should You have any enquiries including claims related queries, please call Us on 2867 8708 for Insurance service hotline

APPENDIX

Where any of the following Clauses are expressly mentioned in the Policy Schedule, they shall attach to and form part of the Policy.

Three years' Premium Payment Option

Notwithstanding anything to the contrary to Period of Insurance stipulated in this Schedule, the Period of Insurance of this policy should mean one calendar year counting from inception date or anniversary date as applicable. Benefits and conditions construed herein this Policy should be interpreted accordingly.

Based on Your NCD / NCD Group entitlement prior to inception date of this Policy, Your NCD Group will progress gradually, during such Periods of Insurance should Your Policy remains claim free or is eligible to be covered by No Claim Discount (NCD) Protection as per paragraph 9.3.1. Else, it will be downgraded as per paragraph 8.2 and related premium saving be forfeited accordingly.

The premium amounts you have settled for the second and third Periods of Insurance will not be adjusted provided the total claim amount for its respective preceding Period does not exceed \$50,000, if any. We reserve the right to alter or amend the premium or any other terms of this Policy for subsequent Period(s) should the annual aggregate claim amount of \$50,000 has been exceeded.

Subject to terms and conditions of this original Policy.

Win-Back Endorsement

With the understanding that Your insured Tesla is a used car, paragraphs 5.5.1 New For Old Replacement and 5.5.2 Fixed Depreciation On Repairs are revised to read as below.

5.5.1 NEW FOR OLD REPLACEMENT

In the event the Car is stolen or has sustained total loss in an Accident covered under the Policy and subject to the Policy terms and conditions, provided that the first registration of the Car with the Transport Department has been made within the calendar year immediately following the year of the manufacture thereof, we agree to replace the Car with the same make and model without deducting any depreciation during the Period of Insurance if the loss occurs within the Car Registration Age of:

- For Enhanced Plan – over twelve (12) months and up to thirty-six (36) months; or
- For Custom Plan – over twelve (12) months and up to twenty-four (24) months

Subsequent to the provision and number of months as stipulated above. We will indemnify in accordance with the following table:

Car Registration Age	For Custom Plan	For Enhanced Plan
> 12 up to 24 months	New for Old	New for Old
> 24 up to 36 months	75% of Original Price	New for Old
> 36 months and thereafter	Market depreciated value at the time of loss	Market depreciated value at the time of loss

It is a condition precedent to Our liability that:

5.5.1.1 the same make and model of the Car is available in Hong Kong SAR;

5.5.1.2 any alterations/modifications made to the Car are excluded;

5.5.1.3 additional Accessories and equipment, other than optional upgraded Tesla Accessories and equipment and the value of which is insured, are excluded;

5.5.1.4 the net purchase price of the replacement car does not exceed the original net purchase price of the Car;
and

5.5.1.5 written consent from Us must be obtained before replacement;

However, when You choose not to accept the replacement car or the replacement car of the same make and model is not available, We will pay You in accordance with the terms and conditions of the Policy as if this paragraph 5.5.1 does not apply.

5.5.2 FIXED DEPRECIATION ON REPAIRS

In the event of the Accident that repairs to the Car are required, and provided the first registration of the Car with the Transport Department has been made within the calendar year immediately following the year of the manufacture thereof, We would deduct depreciation, if any, in accordance with table mentioned below:

Car Registration Age	For Custom Plan	For Enhanced Plan
> 12 up to 24 months	0%	0%
> 24 up to 36 months	25%	0%
> 36 months and thereafter	Market depreciation % at the time of loss	Market depreciation % at the time of loss

Subject otherwise to terms, conditions and exclusions of original Policy.

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Commissioner of Insurance of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. Tesla Motors HK Limited is registered in accordance with the Insurance Companies Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

Issued by AXA General Insurance Hong Kong Limited

motor
property
leisure & travel
personal accident
business package
liability
marine

2867 8708
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