

Extended Warranty Insurance Terms & Conditions

Version 05/21

The Extended Warranty Insurance Terms & Conditions ("EWI") cover the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla of the subject Vehicle that occur under normal use in the event of a Failure for the selected term or mileage (whichever comes first), with coverage becoming available and effective on the date that Your New Vehicle Basic Limited Warranty expires (whether due to time period or mileage), the "Effective Date", provided that the new Vehicle was initially purchased directly from Tesla. This EWI is subject to the following terms, conditions, limitations, extensions, exceptions and definitions and does not cover, among other specified items, Your Vehicle's High Voltage Battery and Drive Unit. No person has the authority to change this EWI or to waive any of its provisions. This EWI is for the sole benefit of the purchaser or the recipient of a valid transfer of this EWI and applies only to the Vehicle for which it is purchased.

	Term	Mileage
2-Year Extended Warranty	2 years	40'000 km (25'000 mi)
4-Year Extended Warranty	4 years	80'000 km (50'000 mi)

1. Contractual Parties

Helvetia Swiss Insurance Company in Liechtenstein Ltd.
Herrengasse 11
FL-9490 Vaduz

An Insurance Company regulated by the Financial Markets Authority of the Principality of Liechtenstein (FMA).

Helvetia Swiss Insurance Company in Liechtenstein Ltd. shall be liable within the framework of the conclusion of the contract and the contract execution to act in the name of the other contracting parties (e.g. to conclude and cancel contracts, invoicing, etc.).

2. Dispute Resolution

Helvetia aims to provide an excellent service. However, if You should be dissatisfied with the Support Services performed under this EWI or the terms of this EWI, or if You have any other dispute during the Insurance Period of this EWI, to the fullest extent allowable by the law of Your jurisdiction, Helvetia requires that You first provide Helvetia with notification of the dispute and a reasonable opportunity to respond before You submit to Helvetia's dispute resolution program or proceed to arbitration as discussed below.

Should You wish to contact Helvetia in an attempt to resolve any dispute under this EWI, send Your written notification to:

helvetia@online-policies.com

Please include the following information when filing a complaint:

- A copy of Your Extended Warranty Insurance and date of any applicable valid transfer;
- Your name and contact information;
- Vehicle Identification Number;
- Current mileage;

- A detailed description of the concern and/or dispute, as well as the resolution You are seeking; and
- History of the attempts You have made with any Helvetia or Tesla representative to resolve the concern.

If You are not satisfied with Helvetia's answer and/or action to Your complaint for any reason, You are entitled to file Your complaint at [FIN-NET](#) by filling out FIN-NET's [form for cross-border complaints](#) and by sending the form to either:

- the FIN-Net member of Your own country;
- or the FIN-NET member of the country of Your provider, which is the Financial Market Authority of Liechtenstein (FMA).

Since You purchased the EWI electronically, You can alternatively also file Your complaint using the online dispute resolution platform set up by the European Commission.

3. Definitions

The following capitalized terms shall have the meanings set forth below:

Administrator

Means Marsh ("Marsh") and can be reached by writing to Marsh Europe S.A. at helvetia@online-policies.com, unless otherwise indicated.

Age of Vehicle

Means the number of months between the first day a new vehicle is delivered by Tesla to the first retail or corporate purchaser(s) or lessor(s), or the day it is first put into Warranty (for example used as a demonstrator or company vehicle), whichever comes first, and the date a Failure is reported to Tesla.

Effective Date

Means the date that Your New Vehicle Basic Limited Warranty expires.

EWI

EWI means these Extended Warranty Insurance Terms & Conditions plus the receipt applicable to Your purchase of the EWI.

Failure

Means the complete mechanical or electrical failure or inability of any covered part to perform the function(s) for which it was designed due to defects in material or workmanship of any parts manufactured or supplied by Tesla that occur under normal use. Failure **does not** include the gradual reduction in operating performance due to normal wear and tear. See also articles 10, 11 & 12 for details on coverage or other limitations and exclusions applicable to this EWI.

Insurance Period

Means the duration of the EWI as defined by the particular Extended Warranty Insurance You purchased. See article 4, below, for additional information.

Initial Retail Price

Means the amount specified in the applicable Motor Vehicle Order Agreement (inclusive of any taxes, fees or duties) for the Vehicle when

it was initially purchased from Tesla as a brand-new vehicle, whether by You or another entity.

Purchase Date

Means the date this EWI was purchased from Helvetia.

Purchasing Period

Means the period beginning on the date of the original delivery of the Vehicle and ending on the date the applicable New Vehicle Basic Limited Warranty period expires or the Vehicle's odometer reaches a total of 80'000 km (50'000 mi), whichever comes first.

Support Services

Means Services as described in this EWI for the Vehicle for which this EWI was purchased.

Vehicle

Means the Vehicle for which this EWI is purchased or validly transferred pursuant to this EWI.

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We or Us or Our or Provider

Means the entity contractually obligated to You under the terms of this EWI. The Provider may provide Warranty directly or use an authorized third party to provide Services on Our behalf (a "**Tesla Authorized Service Center**"). A list of Tesla Authorized Service Centers is available at www.tesla.com for the nearest location.

You or Your

Means the eligible purchaser or recipient of a valid transfer of this EWI, as applicable.

4. Insurance Period

Upon purchase of the EWI, the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this EWI within the Purchasing Period, and if applicable, You are the recipient of a valid transfer of this EWI pursuant to the terms of this EWI. The Insurance Period commences on the Effective Date and remains in effect pursuant to the extended period and mileage option selected herein; under no circumstances, including the transfer of this EWI, will this EWI be extended beyond the original Insurance Period or beyond 8 years or 160'000 km (100'000 mi) commencing from Tesla's original delivery of the Vehicle. This EWI may not be renewed by You. Articles 5 through 16 shall survive any termination or expiration of this EWI. If repair or replacement cost exceed the cover limit at the time of the Failure, Your insurance will expire with Helvetia indemnification (total loss).

5. Right of Revocation

The insurance can be revoked within 14 days after purchase of the EWI, provided that no claim has been made by then. The insurance expires upon submission of the declaration of revocation. The premium paid will be refunded to You.

6. Geographical Scope of Cover

Geographical scope of cover is limited to Europe (all countries of the European Economic Area and Switzerland and the UK).

The Insurer is Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein.

The Insurer is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and

subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions

Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

7. Insured Person

Insured is the person stipulated in the individual EWI Policy.

8. Insured Vehicle

Insured is the individual Vehicle for which the EWI is purchased and as stipulated in Your EWI Policy.

9. Defects Covered

The EWI covers the sudden and unforeseen Failure of an insured component arising from any permanent mechanical or electrical defects causing a sudden stoppage of its function, necessitating immediate repair or replacement of the component before normal operation be assumed.

10. EWI Limitations and Exclusions

This EWI does not cover certain parts or any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper service or maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Pre-existing damage, conditions or wear;
- Items covered by warranties covering the High Voltage Vehicle Battery and Drive Unit;
- Repairs, modifications or alterations, or the installation or use of fluids, parts or accessories, performed by any service provider other than a Tesla Authorized Service Center without prior authorization from Tesla;
- Failure to take the Vehicle to a Tesla Authorized Service Center upon discovery of a Failure covered by this EWI;
- The provision of a replacement vehicle (i.e. a Tesla Service Loaner) or reimbursement for rental vehicle expenses, taxi or ridesharing fees/costs, etc.;
- Negligence, misuse or abuse, such as carrying passengers and cargo exceeding specified load limits or otherwise overloading the Vehicle or using the Vehicle as a stationary power source, or a lack of or improper repair or maintenance, non-compliance with any recall advisories, or use of fluids, parts or accessories other than those specified in Your owner documentation;
- Normal wear or deterioration, including, but not limited to, seat, trim and upholstery discoloration, punctures, tears, depressions, wrinkling abrasions or other deformations, paint and glass stone chips, and similar items;
- Any damage to Your Vehicle's hardware or software, or any loss or harm to any personal information/data uploaded to Your Vehicle resulting from any modification or unauthorized access to vehicle data or software from any source, including, but not limited to, nonTesla parts or accessories, modifications, third party applications, viruses, bugs, malware, or any other form of interference or cyberattack;
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect infestations or 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;
- Tires and wheels, including seasonal tire swap/storage;

- Racing on or off road, competition, speed contests or autocross or for any other purposes for which the Vehicle is not designed or driving the Vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles;
- Vehicles used for towing, except for Vehicles with a Tesla-certified towing hitch;
- Where the odometer is inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be ascertained or verified;
- Vehicles that have had the VIN defaced or altered so that it is difficult to determine the VIN or actual mileage;
- Vehicles that were not purchased directly from Tesla accompanied by a New Vehicle Limited Warranty, or vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss;
- Towing the Vehicle or improper winch procedures;
- Continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust or corrosion;
- Corrosion or paint defects including, but not limited to, the following:
 - Corrosion from defects in non-Tesla manufactured or 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 damages resulting from an act of God or nature, fire, or improper storage;
- Tampering with the Vehicle and its systems, including installation of non-Tesla accessories or parts, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-Tesla parts or accessories;
- Any additional Tesla parts or labor required to repair or service a Vehicle, whether under warranty or otherwise, due to any of the exclusions specified in this EWI, including but not limited to, hardware or software modifications or non-Tesla parts or accessories;
- Damage to a covered part that is damaged by a non-covered part;
- Damage that occurs prior to this EWI's Effective Date or after this EWI's expiration;
- Any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in article 12;
- Storage and freight charges;
- The cost of teardown, disassembly or assembly if coverage cannot be applied;
- Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
- Minor adjustments, including addition of sealant, insulation, or replacing and/or re-torquing of nuts and bolts (or the like);
- Work and parts related to normal maintenance, including but not limited to the following:
 - 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 for the interior and exterior (such as cleaning and polishing, dent removal, rectifying upholstery wrinkles, scrapes, scratches, or blemishes, wear and tear items, road rash, and the like), filters and wiper blades/inserts; and

- Other maintenance services and parts described in Tesla's maintenance schedule for the covered Vehicle.

Other parts not covered:

- Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, air spring modules and shock absorbers/dampers, 12V battery, battery cables, key fob batteries, lenses, light bulbs, headlights and 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;
- Parts, accessories and charging equipment that were not included in the purchase of the Vehicle (including, but not limited to the Mobile Connector, Wall Connector, any future connectors, and charging equipment and adapters); these items have their own warranties and are subject to their own terms and conditions, which will be provided to You as applicable;

- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred.

11. Indemnification

The following costs for repairing or replacing the parts / Failure caused by a covered Failure will be settled under this EWI, provided that the Failure is reported within the Insurance Period:

- The cost of the repair or, if needed, replacement being labor and parts.
- Testing works, teardown, disassembly or assembly, measurement or programming according to the set times of the Manufacturer, which necessity is justified by the repair.
- Gaskets and (shaft seals) sealing rings of any kind, screws, nuts or fluids, which necessity is justified by the repair.

Note that You do not need to pay anything in advance. Helvetia will settle the cost resulting of a repair or a replacement with the Tesla Authorized Service Center directly.

12. Limits of Indemnification

Implied and express warranties and conditions arising under applicable state or federal statute or otherwise in law or in equity, if any, including but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the Insurance Period of this EWI. The performance of necessary repairs and parts replacement is the exclusive remedy under this EWI or any implied warranties arising therefrom.

Indemnification is limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original Tesla parts or reconditioned or remanufactured Tesla parts, as necessary.

In no event shall indemnity for a Failure under this EWI exceed the difference between the Initial Retail Price of the Vehicle and the Initial Retail Price * 0.6% * Age of Vehicle by month. The aggregate limit of indemnity of Your Vehicle under this EWI shall not exceed the Initial Retail Price.

Helvetia does not authorize any person or entity to create for it any other obligations or liability in connection with this EWI. The decision of whether to repair or replace a part or to use a new, reconditioned or remanufactured part will be made by Tesla in agreement with Helvetia, in its sole discretion.

Helvetia will not pay for or reimburse You for services that are performed by any party other than a Tesla Authorized Service Center or Tesla Mobile Service. Helvetia hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, transportation to and from a Tesla Authorized Service Center, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), alternative transportation (including reimbursement for rental vehicle expenses, taxi or ride-sharing fees/costs, etc.), service call charges, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether Your claim is in contract, tort (including negligence and gross negligence), misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Helvetia is advised of the possibility of such damages or such damages are reasonably foreseeable.

13. Filing a Claim

To arrange a physical inspection and receive repair work in the event of a Failure, You must contact Tesla to schedule an appointment and take Your Vehicle to any Tesla Authorized Service Center.

Have Your Vehicle's VIN, mileage and date of Failure ready for Tesla, and make the Tesla advisor aware of the existence of this EWI before repairs are performed. Failure to tell the advisor about this EWI will not preclude coverage.

In Case of Failure:

- Cease operating the Vehicle if necessary, to prevent further damage. If Tesla determines that Your continued operation caused additional harm to the Vehicle that requires additional repairs, the costs of those repairs will be borne by You. If You have any concerns, call any Tesla Authorized Service Center for instruction.
- If possible, take Your Vehicle to any Tesla Authorized Service Center, or call any Tesla Authorized Service Center for instruction.
- Permit inspection before performance of any repairs.
- Cooperate in Tesla's investigation of the Failure, including noting a specific timestamp for when the Failure occurred (e.g., 19th July 2019 at 1:30-1:45 p.m.).

14. Your Obligations

The Owner's Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain peak performance of the Vehicle, We recommend You to follow correct operations procedures, including having Your Vehicle serviced as recommended by Tesla or a Tesla Authorized Service Center, during the Insurance Period of this EWI.

Upon reasonable notice of the occurrence of a Failure, You must protect the Vehicle from further damage or Failures, including exacerbation of the first-noticed Failure, regardless of whether or not such Failure is covered under this EWI. Any operation of the Vehicle that results in further damage shall be considered Your failure to protect the Vehicle and shall not be covered under this EWI. You are responsible for monitoring fault/warning indicators that illuminate on the Vehicle's instrument panel or appear on the touchscreen. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning indicators report a problem. Contact Tesla whenever an alert illuminates.

You must give Your authorization to the Tesla Authorized Service Center for teardown and access to vehicle data and agree to cover the cost that these services will involve in the event You effected any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labor necessary for Tesla to perform any services under this EWI.

15. Breach of Obligations

In the event of violation of statutory or contractual regulations or obligations, indemnification may be refused or reduced. This will not be applicable if the event is deemed as an involuntary one according to the circumstances.

16. Transferring and Canceling the EWI

Transfer

You may transfer this EWI to a new private owner of the same Vehicle during the applicable Insurance Period, provided that You purchased this EWI (or otherwise were granted the right to transfer it), You have not canceled this EWI and that You notify such new private owner to be required to submit the following to Helvetia:

- A copy of documentation evidencing change of ownership and mileage at date of sale;
- A legible copy of the vehicle registration or title in the name of the new private owner; and
- A legible copy of the new private owner's valid driver's license or identification card.

In addition, the following conditions are required for the valid transfer of Your EWI:

- The above documents must be submitted to helvetia@onlinepolicies.com;
- The Vehicle is subject to inspection by Helvetia at Helvetia's option and discretion;
- Transfer of this EWI must take place within 30 days of change of ownership;
- This EWI may only be transferred by private sale; it cannot be transferred to a vehicle dealer (i.e. a person or entity regularly engaged in buying and/or selling vehicle) or to the customer of a vehicle dealer; and
- All remaining underlying warranties and documentation must be transferred to the new owner.

If transfer of Your EWI to a new private owner is rejected by Helvetia, or if any dispute arises between You and the new private owner relating to any terms of Your private transaction including the transfer of this EWI, You are solely and exclusively responsible for prosecuting, defending and/or resolving any claims arising from such transfer rejection or dispute. In addition, You agree to indemnify, defend and hold harmless Helvetia against any claim made against Helvetia arising from or related to the rejected transfer or other dispute arising from Your private transaction.

Cancellation

To cancel Your EWI, You must clearly inform Helvetia that You wish to cancel prior to expiration of the Insurance Period and/or any change of ownership of the Vehicle. You must inform Helvetia in writing at helvetia@online-policies.com. The right to cancel this EWI is not transferable or assignable by You.

The following conditions are required for a valid cancellation:

- The original EWI purchaser must request the cancellation. This condition is not transferrable by such original EWI purchaser, including within a valid transfer of this EWI to a subsequent owner;

- No covered Failure has been claimed and paid by Helvetia under this EWI.

The amount of Your refund is subject to the following:

- Before to the Effective Date: If You cancel Your EWI before the Effective Date, Your cancellation refund will be subject to an administration fee of 10% of the insurance premium excl. insurance premium taxes.
- After the Effective Date – No Failure reported: If You cancel Your EWI after the Effective Date and no Failure has been reported under this EWI, Your cancellation refund will be calculated on a pro-rata basis, and You will receive the lesser of the unused portion of the days or mileage that this EWI has been in effect, compared to the term or mileage of the selected EWI type and is subject an administration fee of 10% of the insurance premium excl. insurance premium taxes.

Note that the right to cancel Your EWI at any time according this section is not limiting Your right of revocation according to article 5 nor Your right to cancel Your EWI policy in case of a claim according the applicable law in any means and therefore is not applicable for both scenarios.

17. Entire Agreement, Severability, Waiver & Governing Law

This EWI, receipt reflecting Your payment for Your EWI Period and any work orders executed at the time of service constitute the entire agreement between You and Helvetia with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Helvetia's work orders, whenever delivered. This EWI, receipt for payment, and any work order cannot be amended unless in writing and signed by duly authorized representatives of each party.

In the event that any provision of this EWI, receipt for payment, or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the EWI or such work order did not contain the particular provisions held to be unenforceable, and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

The waiver of any of the terms or provisions of this EWI in any one or more instances shall not be deemed a permanent waiver of this entire EWI as to You or any other Tesla customer/vehicle owner. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This EWI shall be governed by the laws of United Kingdom. The courts of United Kingdom shall have exclusive venue for disputes relating to the interpretation or enforcement of this EWI.