

# PRODUCT: INSURANCE MOTOR THIRD PARTY LIABILITY AND MATERIAL DAMAGES

## Insurance product information document - InsureMyTesla INSURANCE

Insurer: Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG - Insurance company under Liechtenstein law, registered with the Financial Markets Authority of the Principality of Liechtenstein and authorized to provide services in Spain on a freedom to provide services regime, with code L0606 according to the register of the Spanish Directorate General of Insurance and Pension Funds.

The purpose of this information document is to give you an overview of the main coverages and exclusions of your insurance policy. This document is not customized to your specific needs and the information contained herein is not exhaustive. For further information concerning your insurance and your obligations, please consult the documentation, your policy and any other relating document. This document complies with the requirements foreseen in section 176 of Royal Legislative Decree 3/2020, dated 4 February, which implements into the Spanish legal system several EU Directives in the scope of certain economic sectors, private insurance, funds and pension funds, tax and tax litigation. This document is also in compliance with section 96 Act 20/2015, dated 14 July, on organization, supervision and solvency of the insurance and reinsurance undertakings ("LOSSEAR") and section 122 and following of the Royal Decree 1060/2015, dated 20 November, on the organization, supervision and solvency of insurance and reinsurance undertakings ("ROSSEAR").

### What is this type of insurance?

This is a comprehensive insurance policy covering your motor third party liability (MTPL) for damages caused to third parties as a result of using the insured motor vehicle (Tesla Model 3, Model S, Model X and Model Y). In addition to the basic liability coverages, the insurance can also include the following optional coverages: Mini-Omnium, Omnium and Assistance.



### What is insured?

The Mini-Omnium, Omnium and InsureMyTesla extensions are only granted if expressly mentioned in the policy schedule.

#### Compulsory coverage Motor Third Party Liability (MTPL):

- ✓ The Civil Liability covering bodily injury and/or property damage caused to third parties in the event of an accident caused by the insured vehicle.

#### Additional guarantees following the chosen formula and plan

Our financial intervention ceilings depend on the plan subscribed to and are specified in the general terms and conditions and/or policy schedule.

	Underwritten plan		
	Essential	Preferred	Complete
<b>Mini-Omnium</b>			
Fire	✓	✓	✓
Theft	✓	✓	✓
Glass breakage	✓	✓	✓
Natural disasters	✓	✓	✓
Collision with animals	✓	✓	✓
Material damages	✗	✗	✗
<b>Omnium</b>			
Fire	✓	✓	✓
Theft	✓	✓	✓
Glass breakage	✓	✓	✓
Natural disasters	✓	✓	✓
Collision with animals	✓	✓	✓
Material damages	✓	✓	✓
Assistance	✗	✓	✓

The vehicle is insured at actual value or replacement value depending on the plan chosen and mentioned in the policy schedule.

#### Extensions InsureMyTesla following the chosen plan

Our financial intervention ceilings depend on the plan subscribed to and are specified in the general terms and conditions and/or your policy schedule.

	Underwritten plan		
	Essential	Preferred	Complete
Battery cover	✓	✓	✓
Key replacement	✓	✓	✓
New Value Compensation	✗	✓	✓
Glass cover Plus	✗	✓	✓
Tesla charging equipment	✗	✓	✓
Tire damage	✗	✗	✓



### What is not insured?

The complete list of exclusions can be found in the general terms and conditions, here are a few examples :

- ✗ for MTPL : bodily injury of the driver liable for the accident and damage to the insured vehicle.
- ✗ for Material damages: damage resulting from lack of maintenance of the vehicle, damage to transported objects.
- ✗ for Theft: theft committed with a lost key or one left on the vehicle and theft committed by the family or staff of the policyholder or an insured person.
- ✗ for Assistance : services that have not been arranged by us or done without our agreement.



- ✘ In all guarantees except for MTPL and Assistance : damage resulting from an intentional act of the insured, gross negligence of the insured (such as drunkenness), a speed or skill contest, the failure of the vehicle to comply with the technical inspection regulations.
- ✘ Professional drivers such as taxi driver, VTCs drivers (UBER, Cabify or equivalent) and any professional driving or transport of persons. The vehicles and drivers used for these purposes, including professional car sharing, are excluded from any right of indemnification according to this policy.
- ✘ The vehicles that are registered under a diplomatic plate given by the Spanish Secretary of Foreign Affairs in accordance to the Directorate General for Traffic (DGT) rules in Spain will not be insured under this policy and any change in the vehicle plate on this sense must be declared by the policyholder immediately, as it will imply the end of the coverage policy when possible.



## Are there any restrictions on cover?

Coverage restrictions are defined in the policy schedule and general terms and conditions. Here are a few examples:

- ! Deductible: amount to be paid by you. The deductibles are listed in the policy schedule of your contract.
- ! Compensation amount :
  - For Motor Third Party Liability:
    - Bodily injuries: 70 million Euro per loss.
    - Material damages: 15 million Euro per loss.
  - For the other guarantees : limited to the chosen plan mentioned in the policy schedule.
- ! Coverage applies only if you take all possible measures to limit the extent of the damage.
- ! The insurance applies to persons domiciled in Spain.



## Where am I covered?

- ✓ **For the Motor Third Party Liability, Mini-Omnium and Omnium:** In all countries for which the guarantee is granted according to the insurance certificate.
- ✓ **For Assistance :** Andorra, Austria, Bosnia-Herzegovina, Belgium, Germany, Bulgaria, Denmark, Finland, France (including Monaco), Gibraltar, Greece, Ireland, Italy, Croatia, Liechtenstein, Luxembourg, the former Yugoslav Republic of Macedonia, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sweden, Switzerland, Serbia, Montenegro, Slovakia, Spain (including Canary and Balearic Islands), Czech Republic, Turkey, Hungary, Vatican City, United Kingdom or Northern Ireland.



## What are my obligations?

- You must provide us with the exact information and circumstances at the time of the conclusion of the insurance contract.
- You must inform us of any changes that occur during the term of the insurance contract that affect the items and statements mentioned in the policy, especially regarding any increase in the risk
- You must notify us of any claim to the insurance intermediary as soon as possible and no later than 8 days from the time it becomes known to the insurance intermediary. In the event of a claim, the user must take all necessary measures to limit the extent of the claim.
- You must pay the premium(s) due.



## When and how do I pay?

You pay the premium annually. You will receive an invitation to pay from your insurer at renewal. You can choose to split your premium with a possible additional cost.



## When does the cover start and end?

The start date and duration of the insurance are indicated in the policy schedule. The contract is concluded for a period of one year and is tacitly renewed from year to year unless express and previous cancelation of one of the parties.



## How do I cancel the contract?

- You can cancel the insurance contract in full on the main due date. To do so, you must notify us in writing at least 2 months before the expiry date by registered letter, or by handing in the letter of cancellation against receipt.
- You can cancel the insurance contract if we make changes to the rates or amend the general terms and conditions. In this case, we will apply the statutory provisions and applicable notice periods.
- You can cancel the contract in the event of assignment by the insurer of rights and obligations resulting from the policy. The termination must take place within three months after the assignment is communicated by the insurer to the policyholder
- You can also cancel the insurance contract after a claim. You can terminate the contract no later than 1 month after payment or refusal to pay compensation. The termination takes effect at the day after the date of the receipt or, in the case of a registered letter, from the day after it is submitted. You must inform us by registered letter, or by handing in the letter of cancellation against receipt.
- You may cancel the insurance contract within 14 calendar days of receiving the policy schedule and general terms and conditions without charge or penalty. Cancellation takes effect immediately after notification. If the insurance contract has already started, you will be required to pay the premium for the period started.

**Motor Third Party Liability, Material Damages and assistance:** Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is an insurance Company, with registered office located Aeulestrasse 60, FL-9490 Vaduz. Liechtenstein, and is subject to the control and supervision of the "Financial Markets Authority of the Principality of Liechtenstein (FMA)" Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is authorised to provide services in Spain on a freedom to provide services regime, registered with code number L0606 in the Spanish Directorate General of Insurance and Pension Funds.

**Applicable legislation:** (i) Act 50/1980, dated 8 October, on Insurance Contracts (the "Insurance Contract Act") as well as the decrees and regulations made in performance of the cited law. (ii) Royal Legislative Decree 8/2004, dated 29 October, which approved the Revised Text of the Motor Traffic Civil Liability and Insurance Act, Law 21/2007, dated 1 July, modifying the Revised Text of the Motor Traffic Civil Liability and Insurance Act, (the "Royal Legislative Decree 8/2004") (iii) Royal Decree 1507/2008, dated 12 September, approving the regulations for the motor traffic compulsory civil liability insurance (the "Royal Decree 1507/2008") (iv) LOSSEAR and ROSSEAR.

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Or to the Spanish Directorate General of Insurance and Pension Funds ("Dirección General de Seguros y Fondos de Pensiones"): Paseo de la Castellana, 44, 28010 Madrid. +34 952 24 99 82

<http://www.dgsfp.mineco.es/es/Paginas/Iniciocarrousel.aspx>

**Solvencia:** Puede solicitar el acceso al informe de solvencia y financiero de Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG enviando un correo electrónico a [partnerbusiness-nl@helvetia.ch](mailto:partnerbusiness-nl@helvetia.ch)