

# Mileage-based Motor Insurance



**Liberty**  
**Insurance**™



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## **Private Motor Car Policy**

**Liberty International Insurance Limited 利寶國際保險有限公司**

13/F, Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong  
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## After a Traffic Accident

1. Report to the Police immediately.
2. Note down information of the third party involved, such as
  - name, address and telephone number;
  - vehicle registration number, name of insurance company and the policy number of the vehicle involved;
  - extent of injury of the injured person, police report number and if possible take photographs of all the vehicles involved, the surrounding of the point of impact including traffic signs and markings.
3. Lodge a complaint to the Police **within 10 days** if the accident was caused by the negligence of the third party.
4. Do not admit any liability, offer settlement and/or make any written or verbal agreement with the third party. **This may prejudice your right to indemnity under the Policy.**
5. Report to us as soon as possible.

## Lodge an Accident Claim

Required documents checklist

### ORIGINAL

- Motor Claim Form
- Letter of Consent
- Declaration of Driver
- Application for Certificate Relating to Previous Conviction Form
- Personal Information Collection Statement

#### Important Notice:

Every letter, claim, writ and/or summons in connection with the accident should be forwarded to us immediately upon receipt. Failure to comply will prejudice your right to indemnity under the Policy.

### COPY

- Driving License of the Driver
- Identity Card of the Driver
- Vehicle Registration Document (both sides)
- Police Report Number and Intended Prosecution Notice from the Police
- Police Statement
- Screening Breath Test Result
- Photographs of the Scene (if any)
- For **Comprehensive Insurance** only: Repair Quotation
- Every letter, claim, writ and summons received from police and/or third party in connection with the accident**

## Lodge a Windscreen\* / Sunroof Claim (For Comprehensive Insurance only)

Limit of indemnity for the free cover please refer to the Schedule.

Required documents checklist

### ORIGINAL

- Motor Windscreen Claim Form
- Quotation and Receipt for the repair of the damaged windscreen / sunroof

### COPY

- Photographs showing the damaged windscreen / sunroof and the registration plate
- Vehicle Registration Document (both sides)
- Vehicle License

\* Windscreen includes front and rear windscreen only.

## Submission Methods

**Through your insurance agent/broker**

**By Mail :**  
13/F, Berkshire House, 25 Westlands Road,  
Quarry Bay, Hong Kong

**By Fax :**  
2577 9578

**By Email :**  
claims@libertymutual.com.hk







Please read this policy carefully and have it reported and returned no later than 14 days from its date of issuance for any amendment, error and/or mis-description; otherwise this policy will be treated as correct and intended as proposed. It is emphasized that any non-disclosure and/or mis-representation, deliberate or negligent of a material fact in the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy void or voidable depending on the extent of the non-disclosure, mis-representation and/or breach.

### (1) Insuring Clause

The Insured and the Company agree that:

- (a) the Proposal and Declaration are incorporated in and are the basis of this insurance contract;
- (b) the Insured will pay the Premium specified in the Schedule;
- (c) the Company will provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the Company:
  - (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
  - (ii) the truth of contents and statements in the Proposal and Declaration.

This Policy will not be in force unless it has been signed on the Schedule by an authorized person of the Company.

### (2) General Definitions

For the purpose of this Policy:

- (a) "The Company" means **LIBERTY INTERNATIONAL INSURANCE LIMITED**
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong Special Administrative Region (HKSAR) and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "Insured Driver" means the Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a valid licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations of the Hong Kong Special Administrative Region or by the licensing authority of the Geographical Area.
- (f) "The Motor Car" means the motor car specified in the Schedule.
- (g) "The Policy" means this Private Motor Car Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (h) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (i) "The Schedule" means the page(s) attached to this Policy specifying the terms and details of this insurance contract.
- (j) In this 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.

### (3) Operative Insurance Cover

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance", Sections (I), (II) and (III) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Legal Liability Insurance", only Section (II) of this Policy is operative.

### (4) Limitations as to Use of the Motor Car

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

This Policy will not operate when the Motor 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 Motor Car

- (a) The Company will indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Company may, at its option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.

The Company's indemnity pursuant to this paragraph 5(a) is limited to:

- (i) the reasonable market value of the Motor Car at the time of its loss or damage; or
- (ii) the Insured's estimated value of the Motor Car as specified in the Schedule;

whichever is the lesser amount.

- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay the reasonable cost of:

- (i) protection and removal of the Motor Car to the nearest repairer; and
- (ii) redelivery after repair to the Insured's 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 Motor Car.

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

### (6) Special Conditions Applicable to Section (I) Insurance

- (a) If at the Insured's request a hire purchase owner has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Car shall be made to the hire purchase owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.
- (b) The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
  - (i) the estimated cost of such repair does not exceed the amount specified in the Schedule as "Authorised Repair Limit";
  - (ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and
  - (iii) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.
- (d) In the event of any claim made under Section (I), the Company has the final discretion in the selection of motor repairer of the damaged Motor Car insured herewith unless the repairer is:
  - (i) the sole agent or manufacturer of the Motor Car, or
  - (ii) agreed by the Company in case the sole agent or manufacturer of the Motor Car refuses to repair the Motor Car. Such an agreement is entirely



at the discretion of the Company which owes no duty to explain the criteria of its disagreement to the use of any motor repairer.

The Company shall not be liable for any repair cost including towing, storage or any other incidental expenses charged by any motor repairer not agreed by the Company.

#### **(7) Special Exceptions Applicable to Section (I) Insurance**

- (a) The Company will not be liable in respect of:
- (i) consequential loss;
  - (ii) depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
  - (iii) damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and
  - (iv) any claims excesses applicable to Section (I).
- (b) In respect of any Event giving rise to a claim, the Company will not be liable for the amount of depreciation and/or betterment as assessed by the Company's appointed surveyor on any part of the Motor Car for the costs of repairing or replacement.

#### **(8) Claims Excesses Applicable to Section (I) Insurance**

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company will not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
- (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
  - (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
  - (iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
  - (iv) the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
- (c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
- (d) In the event of a claim under Section (I):
- (i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;
  - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
  - (iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Company.
- (e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

#### **(9) Section (II) Insurance — Against Third Party Legal Liability**

- (a) Subject to Policy Limits of Liability Conditions and Exceptions, the Company will indemnify the Insured and/or any Insured Driver and/or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured 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 the Insured and/or such Insured Driver and/or such other person with the Company's written consent in respect of:
- (i) death of or bodily injury to any person; and/or
  - (ii) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Car including the loading or unloading of goods onto or from the Motor Car and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Car for loading thereon or the taking away of goods from the Motor Car after unloading therefrom.

#### **(10) Policy Limits of Liability Applicable to Section (II) Insurance**

- (a) The Company's indemnity to the Insured 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 behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
- (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a)(i), the amount specified in the Schedule as Policy Liability Limit "Third Party Death Or Bodily Injury" and
  - (ii) in respect of damage to property pursuant to sub-paragraph 9(a)(ii), the amount specified in the Schedule as Policy Liability Limit "Third Party Property Damage".
- Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.
- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10(a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and the Company 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 the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have relinquished such conduct.

#### **(11) Special Conditions Applicable to Section (II) Insurance**

- (a) In the event of the death of any person entitled to indemnity under Section (II), the Company 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.
- (b) The Company may at its own option and expense:
- (i) 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
  - (ii) undertake 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).

#### **(12) Special Exceptions to Section (II) Insurance**

- The Company will not be liable:
- (a) to indemnify any person claiming to be indemnified:
- (i) unless such person shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or
  - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
- (i) any person (including the Insured) claiming to be indemnified under Section (II); or
  - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of:
- (i) any person (including the Insured) claiming to be indemnified under Section (II); or
  - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);
- (d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of HKSAR;
- (e) any claims excesses applicable to Section (II).

#### **(13) Claims Excesses Applicable to Section (II) Insurance**

- (a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim:

- (i) in respect of any damage to third parties' property specified in the Schedule as "Third Party Property Damage Excess";
  - (ii) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
  - (iii) whilst the Motor Car is being driven by a person under 25 years of age, an additional amount by way of the "Young Driver Excess" specified in the Schedule;
  - (iv) whilst the Motor Car is being driven by a person who has not held for a period of 2 years driving licence (other than a provisional driving licence), an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule.
- (b) Provided that:
- (i) if paragraphs 8(b)(i) and/or 8(b)(ii) and/or 8(b)(iii) under "Claims Excesses Applicable to Section (I) Insurance" are applicable, then paragraphs 13 (a)(ii) and/or 13(a)(iii) and/or 13(a)(iv) will not be applicable;
  - (ii) if paragraphs 13 (a)(i), 13(a)(ii), 13(a)(iii) and 13(a)(iv) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
  - (iii) if the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraphs 13(a)(i), 13 (a)(ii), 13 (a)(iii) or 13(a)(iv), the Insured shall forthwith repay such amount to the Company.

#### (14) Avoidance of Certain Terms and Right of Recovery

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

#### (15) Section (III) Insurance — Indemnity of Medical Expenses

The Company will pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Company's liability under Section (III) arising out of any Event shall not exceed the amount specified in the Schedule as Section (III) "Policy Limit of Indemnity".

#### (16) No Claim Discount ("The Discount")

- (a) In the event of no claim being made or arising under this Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Periods of Insurance	The Discount (On Renewal Premium)
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%

- (b) If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited.
- If a single claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 20% or 30% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.
- (c) For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured 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 this Policy.
- (d) In the event of a transfer of interest in the Policy with the Company's prior consent from one Insured to another the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one

private motor car within 12 months of the date of transfer.

- (e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy has been issued in respect of each such Motor Car.

#### (17) General Exceptions

The Company will not be liable under this Policy in respect of:

- (a) any accident, loss, damage or liability caused sustained or incurred:
- (i) outside the Geographical Area;
  - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (ii) any act of terrorism.

For the purpose of interpreting this exclusion, an act of terrorism shall mean an act, including but not limited to the use of biological or chemical contamination, missiles, bombs, grenades, explosives or force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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. Contamination shall mean the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This Policy 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 (i) and/or (ii) above.

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

- (c) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with detention, seizure, confiscation or any attempt thereat regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or by direct or indirect consequences of any of the said occurrences;
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) 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 17(d), combustion shall include any self-sustaining process of nuclear fission; and
- (f) any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- (g) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:
- (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
  - (ii) 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
  - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.



(h) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being used for the operation of disciplinary force.

(i) Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and shall not be liable 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 the Company 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, United States of America or any jurisdiction applicable to the Company.

**(18) General Conditions**

(a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

(b) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing 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 respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

(c) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Company which shall be entitled to take over and 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 the Company's own benefit any claim for indemnity or damages or otherwise and the Company 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.

(d) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.

(e) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured 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 the Insured 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 the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates for the period the Policy has been in force.

(f) The calculation of return premium on policies cancelled at the request of the Insured is based on the short period rate table listed here below:

Period Covered	Premium Charge
Up to 1 month	20% of annual rate
Up to 2 months	30% of annual rate
Up to 3 months	40% of annual rate
Up to 4 months	50% of annual rate
Up to 5 months	60% of annual rate
Up to 6 months	70% of annual rate
Up to 8 months	80% of annual rate
Exceeding 8 months	Full annual premium

(g) If at the time of any claim under this policy there is any other insurance indemnifying any person or Insured(s) who are entitled to be indemnified under this policy, this policy is not be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance.

(h) The Company agrees that, in the event of the Company having paid a claim under the Policy, it undertakes to pursue a recovery from the liable third party. If successful, the Company will refund to the Insured the Policy excess in proportion to the loss recovered, less any fees incurred by the Company in pursuing the recovery. Where a full recovery is made, the Company will reinstate the No Claim Discount from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of the No Claim Discount; In the event of the adjusted claim being under Policy excesses or the cover granted being Third Party Only, the Company will assist the Insured in pursuing the claim against the liable third party. The assistance will be advisory only and the Company will not be obligated to take any action against any parties in pursuing the recovery.

(i) All differences arising out of this 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 this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured 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.

(j) This Policy is subject to the exclusive jurisdiction of HKSAR and is to be construed according to the laws of HKSAR.

(k) Please be informed that every letter, claim, writ and summons in connection with the accident should be forwarded to us immediately upon receipt. Please observe the "Insuring Clause (1) – (d)(i)" and "General Conditions – (18)(b)" of the Policy. Failure to comply with the conditions would prejudice your right for indemnity under the Policy.

# ANNEXURE TO THE PRIVATE MOTOR CAR POLICY (FOR MILEAGE-BASED MOTOR POLICY)

Upon observation of Paragraph 1 of the Private Motor Car Policy, We will, during the Policy Period, provide the below Additional Benefits for Your Tesla Motor Car in accordance with the Mileage-based Motor Policy You have chosen.

For avoidance of doubt, all terms, conditions, excesses and exceptions under your Private Motor Car Policy remains unchanged and is applicable towards the Additional Benefits below unless explicitly stated otherwise. In the event of any conflict or inconsistency between the Private Motor Car Policy and the below, the Mileage-based Motor Policy shall prevail and the provision of any of the Additional Benefits will not be construed as waiver or estoppel of any kind whatsoever by the Company.

## (1) Mileage-based Motor Policy Definitions

For the purpose of Your Mileage-based Motor Policy, the following shall supplement the General Definitions under Paragraph 2 of the Private Motor Car Policy: -

- (a) "Accidental Death" means death of the Insured arising from an Accident whilst driving the Tesla Motor Car.
- (b) "Accident" means an unexpected and unintentional event that is violent, visible and external and in relation to the Tesla Motor Car;
- (c) "Accessories" means video, audio and other equipment in its original factory specification by TESLA or reconfigured by Insured in accordance with TESLA's optional accessory upgrades. Any non-TESLA accessories will not be covered;
- (d) "Application" means the proposal form, application, declaration including any information submitted over the phone or internet portal;
- (e) "Automotive Glass" means the windscreen, front, side, rear, and quarter glass including the sunroof, panoramic glass roof, head and tail lamps, or any glass roof of the car;
- (f) "Car Registration Age" means age of the Tesla Motor Car counting from the date of first registration with the Transport Department;
- (g) "Designated Chargers" means electric chargers stated as "Superchargers" or "Destination Chargers" by TESLA and listed in the Geographical Area under [https://www.tesla.com/en\\_HK/charging](https://www.tesla.com/en_HK/charging) including any non-TESLA supplied electric chargers provided for public use to recharge Your Tesla Motor Car in the Geographical Area, but will not include any Private Electric Chargers
- (h) "Estimated Value" means the value of the Tesla Motor Car in Hong Kong dollars reasonably estimated and advised by the Insured as being the Tesla Motor Car's total value, specified in the Schedule;
- (i) "Named Driver" means an Insured Driver named in the Schedule
- (j) "New for Old" means replacement of the Tesla Motor Car without deduction of depreciation when your Tesla Motor Car is totally lost due to Accident or Theft, subject to qualification;
- (k) "Original Purchase Price" means the sum of the first registration taxable value, first registration tax paid, value of tax-exempted Accessories and value of unexpired portion of tax-exempted warranty, all of which are shown in the Vehicle Registration Document;
- (l) "Passenger" means a person, other than the Insured Driver, who is authorized by You to occupy the Tesla Motor Car and is occupying the Tesla Motor Car at the time of the Accident;
- (m) "Policy Period" means the period of coverage shown in the Schedule. Your Mileage-based Motor Policy become effective only at the time when Your Application is accepted by Us;
- (n) "Private Electric Chargers" means electric charging equipment supplied and manufactured by TESLA and installed by a TESLA approved licensed electrician at a location under the Insured's legitimate control as owner, licensee or tenant.
- (o) "TESLA" means Tesla Motors HK Limited / Tesla Motors, Inc. or its authorized affiliated company which manufactures, supplies and distributes Tesla branded electric vehicles;
- (p) "Tesla Motor Car" means the Motor Car specified in Your Policy Schedule in its original factory specification by TESLA or custom-built in accordance with TESLA's optional upgrades to Accessories, Windscreen and/or windows;
- (q) "Tesla Authorized Repairer" means any service and repair center operated and/or owned by TESLA or any third party service and repair provider authorized by TESLA.
- (r) "Theft" means an event where a person intentionally and dishonestly takes Your Tesla Motor Car, keys, personal effects in the Tesla Motor Car, without Your consent.
- (s) "Vehicle Registration Document" means a piece of paper with computer printouts specifying particulars of a vehicle issued to the registered owner of a vehicle by the Transport Department
- (t) "You / Your" means the Insured and the Insured on behalf of the Insured Drivers;
- (u) "We / Us / Our / Company / Liberty" means Liberty International Insurance Limited;

## Additional Benefits to Section (I) of the Private Motor Car Policy

### (1) Insurance - Against Loss of or Damage to the Motor Car

For the purpose of Your Mileage-based Motor Policy, the following shall supplement (5) Section (I) Insurance – Against Loss of or Damage to the Motor Car of the Private Motor Car Policy: Our indemnity is limited to the lesser of the following three values of the Motor Car:

- i. market value at the time of loss or damage;
- ii. Estimated Value as specified in the Schedule;
- iii. Original Purchase Price.

except as varied under paragraph 2 (New for Old Replacement Vehicle) and paragraph 3 (Fixed Depreciation on Repairs).

### (2) New for Old Replacement Vehicle

(a) In the event the Tesla Motor Car has sustained total loss in an Accident or Theft covered under the Mileage-based Motor Policy, the Company agrees to replace the Tesla Motor Car with a New replacement vehicle of the same make and model, provided that:

- i. the Insured is the first registered owner;
- ii. the trim should be similar to the Tesla Motor Car, but not more expensive or luxurious;
- iii. the total loss occurs within the first twelve months of the first registration of the Tesla Motor Car with the Transport Department; and
- iv. the first registration of the Tesla Motor Car with the Transport Department was made within twelve months from the date of manufacture thereof.

(b) In any event, the Company's maximum indemnity shall not exceed the Estimated Value or the Original Purchase Price, whichever is lower, subject to all applicable excesses. It is a condition precedent to the Company's liability under this benefit that: -

- i. the make and model of the Tesla Motor Car and/or spare parts is available in the Geographical Area;
- ii. any modifications and alternations made to the Tesla Motor Car are excluded except for Accessories and the value of which is insured;
- iii. additional non-Tesla accessories and equipment are excluded; and
- iv. written consent of the Company must be obtained before replacement.

(c) However, when the Insured chooses not to accept the New for Old replacement car or the same make and model is not available, the Company may, at Our option and sole discretion and subject to the above paragraphs 2(a) and 2(b), pay the Insured in the amount equivalent to the Original Purchase Price of the Tesla Motor Car and in accordance with the terms and conditions of the Mileage-based Motor Policy.

(d) In the event the Company agrees and the Insured accepts the New for Old replacement vehicle, the newly replaced vehicle will not be entitled to the additional benefit under this paragraph (c).

### (3) Fixed Depreciation on Repairs

(a) In the event of an Accident that repairs to the Tesla Motor Car are required, the Company would deduct depreciation, if any, in accordance with table below:-

Car Registration Age	Percentage
Up to 12 months	0%
>12 up to 24 months	10%
>24 up to 36 months	15%
>36 months and thereafter	Market depreciation % at the time of loss

### (4) Automotive Glass Cover

In respect of loss or damage occasioned to any Automotive Glass, the maximum limit of indemnity per Policy Period and the excess applicable will be as specified in the Schedule under "Automotive Glass Cover". Paragraph 7(a)(iv) of the Private Motor Car Policy will not be applicable. Any claim made under this benefit will not count against your No Claim Discount Protection.

## (5) Mobility Service

- (a) In the event the Tesla Motor Car is immobilized, unfit or unsafe to be driven due to an Accident (other than mechanical breakdown) within HKSAR and its damage requires a repair exceeding 48 hours or discovered stolen within HKSAR and is not found within 48 hours after such discovery, the Company will reimburse your expenses for only one of the following options per day, subject to the given provisions
- (i) A rental car that is subject to (a) – (f) below:
- the make and model should be similar to the Tesla Motor Car, but not more expensive or luxurious than the Tesla Motor Car;
  - the rental costs per day shall not exceed the amount as specified in the Schedule under “Mobility Service”;
  - original receipts must be provided for the reimbursement of the rental car;
  - the Company is not responsible for the delivery of the rental car, and expenses such as but not limited to collision damage charges, rental car insurance, fuel costs and/or liabilities involving the rental car;
  - only the Insured or any of the Named Drivers specified in the Schedule can be registered as the driver of the rental car;
  - the Insured shall upon claiming for this benefit comply with the terms and conditions of the rental car.
- (ii) Taxi, MTR, and other transportation costs subject to (a) – (c) below:
- reimbursement for this option is up to a maximum daily limit as stated in the Schedule under “Mobility Service”;
  - reimbursement is limited for travel within HKSAR;
  - original receipts must be provided to claim for the reimbursement;
- (b) In the event of Theft of the Tesla Motor Car, immediate notification to the Company is required and a Police Report confirming the date and time of loss shall be produced;
- (c) The above benefit will terminate within 24 hours of the completion of repair of the Tesla Motor Car, or in the event of the Theft of the Tesla Motor Car, within 48 hours of the recovery of the Tesla Motor Car and first handed over to the Insured.
- (d) The maximum benefit the Company would provide for Mobility Services is a rental car, or Taxi/MRT/other transportation reimbursement up to an aggregate of 10 days during any one Policy Period. Any days in excess of our maximum liability abovementioned shall be paid by the Insured or Named Driver.

## (6) Key Replacement

- (a) We will pay the necessary and reasonable expenses actually incurred by You for the replacement of Tesla Motor Car’s key during the Policy Period due to accidental loss or damage or Theft. The maximum limit of indemnity per Policy Period and the excess applicable will be as specified in the Schedule under “Key Replacement”. Payment made by Us under this benefit will not count against your No Claim Discount provided that there is no other damage to your Tesla Motor Car.
- (b) We are not liable for the replacement if:
- the key is left unattended in public place; and/or
  - the key is left unattended in the Tesla Motor Car unlocked.
- (c) Key replacement must be carried out by a Tesla Authorized Repairer, payment under this benefit will be made directly to the Tesla Authorized Repairer by Us.

## Additional Benefits to Section (II) of the Private Motor Car Policy

### (1) Add-on Accidental Damage and Public Liability Coverage on Designated and Private Electric Chargers

- (a) Your Mileage-based Motor Policy will indemnify You against:
- the replacement costs of Your Private Electric Charger if the Insured is able to confirm the Private Electric Charger was installed by a TESLA authorized licensed electrician and at a location under the Insured’s legitimate control as owner, licensee or tenant; and
  - Your legal liabilities in respect of third party property damage and/or death of or bodily injury to any person (except injury for which compensation is being claimed by the injured person or any dependent from the Insured under the Employees’ Compensation Ordinance) not a member of the Insured’s family, and not being in charge or under the control of the Insured, or of a person acting on behalf of the Insured, or engaged in his service at the time of the property damage, death or bodily injury; and such property damage, death or bodily injury arising from an Accident caused by or due to the direct usage of a Designated

Charger or a Private Electric Charger by the Tesla Motor Car at the time of the Accident.

- (b) For avoidance of doubt, Paragraphs 10, 11, 12 and 13 of the Private Motor Car Policy applies to the above paragraph (a) and below is supplementary to Paragraphs 10, 11, 12 and 13 of Private Motor Car Policy:
- Replacement costs of Your Private Electric Charger is limited to one reimbursement per Policy Year with a maximum limit of indemnity of HK\$5,000, subject to an excess of HK\$500;
  - Maximum limit of indemnity in respect of third party property damage and/or death of or bodily injury arising from an Accident caused by or due to the direct usage of a Private Electric Charger by the Tesla Motor Car is HK\$20,000,000 in aggregate per Policy Year;
  - Maximum limit of indemnity in respect of third party property damage and/or death of or bodily injury arising from an Accident caused by or due to the direct usage of a Designated Charger by the Tesla Motor Car is HK\$300,000 in aggregate per Policy Year;
  - Excess of HK\$25,000 per claim for third party property damage caused by or due to the direct usage of a Designated Charger or Private Electric Charger by the Tesla Motor Car;
  - Your Mileage-based Motor Policy will not indemnify any claims, direct or consequential, arising out of or resulting from the design, supply or manufacture of the Designated Charger and/or Private Electric Charger which caused and/or contributed to the Accident.

## Further Add-On Benefits to the Mileage-based Motor Policy

### (1) Personal Accident to the Insured Driver & Passenger

- (a) We will pay compensation according to the amount provided below for bodily injury as hereinafter defined sustained by the Insured Driver who is driving the Tesla Motor Car and /or Passengers (up to maximum of 4) who are occupying the Tesla Motor Car at the time of Accident, caused by violent, accidental, external and visible means which independently of any other cause (excluding medical or surgical treatment consequent upon such injury) and shall within three calendar months of the occurrence of such injury result in:

Description	Scale of Compensation	
	Insured/Named Driver	Passenger
1. Death	HK\$350,000	HK\$50,000
2. Total and irrecoverable loss of all sight in both eyes	HK\$350,000	HK\$50,000
3. Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	HK\$350,000	HK\$50,000
4. Total loss by physical severance 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	HK\$350,000	HK\$50,000
5. Total and irrecoverable loss of all sight in one eye	HK\$175,000	HK\$25,000
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	HK\$175,000	HK\$25,000

Provided always that:

- No compensation shall be payable in respect of bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to:
  - Intentional self – injury suicide (whether felonious or not) or attempted suicide, physical defector infirmity or
  - An Accident happening whilst such person is under the influence of intoxicating liquor or drugs;
- 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
- The use of Tesla Motor Car and private car is within the limitations of the Private Motor Car Policy Paragraph (4).
- The other private car stated under paragraph 1 (a) above is defined as a car constructed or adapted for use solely for the carriage of a driver and not more than 7 Passengers and their personal effects but does not include a motor cycle, motor tricycle or taxi.

## **(2) No Claim Discount Protection (30% & above)**

- (a) Notwithstanding Paragraph 16 of the Private Motor Car Policy, if during a Policy Period, the No Claim Discount is 30% or higher, and the total claims in aggregate during such Policy Period does not exceed the amount of HK\$100,000 or 20% of the Estimated Value of the Tesla Motor Car, whichever is the lesser, the Insured will be entitled to the same percentage of Discount on the next renewal premium, provided no more than one claim is reported and no third party bodily injury is involved in said Policy Period.
- (b) Total claims in aggregate will include all claims handling expenses, adjustments, legal fees, including calculation of any excess required under the Mileage-based Motor Policy. The above Protection will be forfeited in the event the Discount is transferred to another other insurance company for whatever reason including non-renewal.

## **(3) 24-Hour Emergency Roadside Assistance and Hotline - Applicable to HKSAR Only**

In any event of mechanical breakdown, defect having occurred in or of an Accident to the Tesla Motor Car, the Company will provide over-the-phone advisory service through its 24-hour service hotline. If the Tesla Motor Car is immobilized, unfit or unsafe to be driven, the Company will, arrange emergency roadside services at the request of the Insured or his Insured Driver through the 24-hour service hotline. This extra benefit shall not exceed HK\$1,000 per Accident or claim, and does not cover fuel, accessories, spare parts or equipment. Any amount in excess of the aforesaid amount shall be paid by the Insured or his Insured Driver. The Tesla Motor Car must not be left unattended prior to the arrival of the service provider and during the provision of the emergency roadside services.

## **(4) 24-Hour Emergency Towing Service - Applicable to HKSAR Only**

If the Tesla Motor Car is immobilized, unfit or unsafe to be driven due to an Accident to or mechanical breakdown of the Tesla Motor Car, and the condition of which is beyond repair at the roadside, the Company will arrange for the Tesla Motor Car to be towed to a Tesla Service Center or any other place in HKSAR as requested by the Insured or his Insured Driver through the 24-hour service hotline. This extra benefit shall not exceed HK\$1,000 per Accident or Claim. Any amount in excess of the aforesaid amount shall be paid by the Insured or his Insured Driver. The Tesla Motor Car must not be left unattended prior to the arrival of the service provider and during the provision of the towing service.

## **(5) 24-Hour Accident Notification Service**

A 24-hour service hotline is available for the Insured to notify the Company about a claim.

## **(6) Dedicated 24-Hour Motor Service Concierge**

A 24-hour service hotline is available to assist the Insured by providing the name, address and telephone number of companies providing the following services:

- (a) Luxury Car Rental and Limousine Referral & Reservation Assistance in Hong Kong and other major cities;
- (b) Referral & Arrangement of Car Wash/Polish in Hong Kong;
- (c) Referral of Car Shows/Exhibition in Hong Kong; and
- (d) Referral of Formula 1/Formula 3 events in Macau, Malaysia, Singapore & Shanghai.

At the request of the Insured, the 24-hour service hotline will facilitate in making the reservation or arrangement on behalf of the Insured.

The above services are purely on referral or arrangement basis and the referred/reserved services shall be paid by the Insured.

## **(7) Theft of personal effects due to break-in**

- (a) Your Mileage-based Motor Policy will cover losses of personal effects of the Insured and/or the Insured Driver arising from Theft due to break-in following a forcible and violent entry into the Tesla Motor Car within HKSAR, provided that: -
- i. all reasonable precautions have been taken to safeguard personal effects from loss or damage;
  - ii. the police must be notified within 24 hours of any Theft and the police report submitted when making a claim; and
  - iii. an original purchase receipt of any lost personal effects is required to prove ownership.
- (b) Claims shall be limited to a maximum of HK\$5,000 for any one article and an aggregate of HK\$20,000 for any one Policy Period. Such personal

effects excludes money, gift cards, cash cards, mobile phones, spare parts, equipment and Accessories.

- (c) Claims made under this benefit will count against Your No Claim Discount Protection and be calculated into the total amount of claims under Paragraph 6 (b) above.

## **(8) 1-Hour Legal Advisory Service ("Service")**

- (a) In the event of an Accident to your Tesla Motor Car in which third party bodily injury is allegedly involved, the Company will provide, at the request of the Insured, the Service to the Insured or the Insured Driver of the Tesla Motor Car, provided that: -
- i. the Service and legal advisor is arranged through the Company;
  - ii. the Service be provided within HKSAR and for Accidents within HKSAR;
  - iii. request of the Service is made to the Company within 30 days from the date of the Accident; and
  - iv. the Service can be provided in the form of telephone or in person by prior appointment with the chosen legal advisor during office hours or at a reasonable time that is to be arranged;
- (b) The Service is provided once during a Policy Period and be deemed as delivered and fully exhausted regardless of the actual time spent with the chosen legal advisor on the agreed time and date.
- (c) The Company shall not be held responsible whatsoever for any dispute arising between the Insured and the legal advisor.

The maximum liability of the Company under this benefit is the hourly fee charged by the legal advisor for the Service.

## **(9) Car Loan Protection Cover**

- (a) Upon an Accidental Death during a Policy Period, the Company will pay up to 80% of the Tesla Motor Car's outstanding car loan, subject to a maximum sum of HK\$300,000, to the Finance Company stated under the Schedule, provided that: -
- i. the Accidental Death occurs within 3 months from the date of the Accident;
  - ii. the Insured was over 18 or under 65 years of age at the time of the Accident;
  - iii. it is proven inconclusively the Insured was driving the Tesla Motor Car at the time of the Accident and is a natural person;
  - iv. there is not a total loss of the Tesla Motor Car; and
  - v. the Accidental Death was not sustained directly or indirectly, or wholly or in part, arising, contributing, or resulting from or traceable to: -
    - a) natural death;
    - b) intentional self-injury suicide or attempted suicide (whether felonious or not);
    - c) physical defect;
    - d) infirmity; or
    - e) the influence of intoxicating liquor or drugs.

## **Additional Excess Conditions in your Mileage-based Motor Policy**

### **(1) Additional Excess Conditions**

- (a) The general and third party property damage excess applicable to Your Private Motor Car Policy shall increase by the amount specified in the Schedule under "Additional Excess" if any Accidents occur within six months from the "Date Registered as Owner" as specified in the Vehicle Registration Document.
- (b) Notwithstanding 1 (a) above, the excess stated under Paragraph 13 (a) (i) of the Private Motor Car Policy shall be waived if, at the time of the Accident, the Insured was driving the Tesla Motor Car and holding a valid HKSAR driving license for more than two years.
- (c) Notwithstanding 1 (a) above, the general excess applicable to Your Private Motor Car Policy for each and every claim shall increase by the amount specified in the Schedule under "Additional Excess" if at the time of an Accident the Tesla Motor Car recorded mileage exceeds an average of 130 kilometers per day: -
- i. from the date of first registration with the Transport Department if the Tesla Motor Car is newly owned; or
  - ii. from the first date of issuance of your Mileage-based Motor Policy by the Company if the Tesla Motor Car is pre-owned.

For avoidance of doubt, first date of issuance does not include the renewal dates of Your Mileage-based Motor Policy.

#### **Additional Condition to Paragraph 6 of the Private Motor Car Policy**

##### **(1) Repairs to Your Tesla Motor Car**

- (a) Any repairs to the Tesla Motor Car that is subject to a claim under Section (I) shall be performed at, or by a Tesla Authorized Repairer.
- (b) Repairs to the Tesla Motor Car performed by any party other than a Tesla Authorized Repairer will not be indemnified under Your Policy.

#### **Additional Condition to Paragraph 18 of the Private Motor Car Policy**

##### **(1) Anti-Theft Alarm/Devices Clause**

- It is a condition precedent to the liability of the Company under the Policy that
- (a) the Tesla Motor Car is fitted with an Anti-Theft Alarm System/Anti-Theft Devices agreed by the Company;
  - (b) the Anti-Theft Alarm System/Anti-Theft Devices must be put into full and effective operation at all times when the Tesla Motor Car is not running on the road; and
  - (c) the Anti-Theft Alarm System/Anti-Theft Devices must be maintained in good order throughout the currency of the Policy.





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