

VEHICLE REPLACEMENT INSURANCE COVER SHEET

Your policy is a legal contract between you and us. PLEASE READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This cover sheet is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.

The following is an index of the major provisions of your policy. Page numbers refer to the location of these provisions in the policy. Amendatory endorsements may be attached to your policy to modify these provisions.

INDEX OF MAJOR POLICY PROVISIONS

INSURED POLICY STATEMENT	2
ELIGIBILITY	2
BENEFIT	2
Additional Benefit	2
IMPORTANT INFORMATION	2
DEFINITIONS	2
EXCLUSIONS	3
GENERAL TERMS AND CONDITIONS	4
CLAIMS AND NOTIFICATION CONDITIONS	5
IMPORTANT INFORMATION	5
MAKING A CLAIM	5
TERMINATION	5







VEHICLE REPLACEMENT INSURANCE (VRI)

INSURED POLICY STATEMENT

Obligation under this VRI **Policy** is fully insured and guaranteed by:

QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596

ELIGIBILITY

You can apply for cover under this **Policy** if at the **Start Date**:

- 1. You are the owner or lessee of the Vehicle.
- 2. Your Vehicle is covered under a comprehensive Auto Insurance Policy.
- 3. Your Vehicle has a MSRP not exceeding \$150,000.
- 4. **Your Vehicle** was purchased by **You** from any Stellantis dealership.
- Your Vehicle is new at the time of purchase of the Vehicle.
- 6. Your Vehicle has not been modified from the original manufacturer specification and was originally registered in the **Territory**.

BENEFIT

In the event of a Total Loss to Your Vehicle occurring within the Territory during the Period of Insurance, We will provide You with a Voucher which You can redeem against the purchase of a Replacement Vehicle for the difference between the Vehicle Replacement Value and the greater of the Auto Insurer Payment or the Market Value of Your Vehicle, not exceeding the Claim Limit.

Additional Benefit

In the event of a **Total Loss** or **Partial Loss** to **Your Vehicle** occurring within the **Territory** during the **Period of Insurance, We** will reimburse **You** for any deductible you have paid to **Your Auto Insurer** in respect of such loss, up to a maximum of \$1,000. **We** will only pay one **Partial Loss** deductible per year of **Your Policy**.

Please note:

Only one claim in respect of a **Total Loss** can be made under this **Policy** during the **Period of Insurance**. **Your Policy** will automatically terminate after **We** pay a valid claim in respect of a **Total Loss**.

IMPORTANT INFORMATION

You must contact Us prior to accepting any Total Loss settlement under Your Auto Insurance Policy or a third-party motor insurance company. If You do not contact Us first, then the benefit under Your Policy may be settled based on the Market Value and not on the Auto Insurer Payment.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

- 1. Auto Insurer means the insurance company that issued Your Auto Insurance Policy.
- Auto Insurer Payment means the amount You receive under Your Auto Insurance Policy in respect of a Total Loss.
- Auto Insurance Policy means a comprehensive automobile physical damage insurance policy which covers the Vehicle in respect of accidental damage, fire, and theft, which is maintained throughout the Period of Insurance.
- Claims Administrator means QBE Administration Services, Inc. You may contact the Claims Administrator's office at any time for coverage questions or receive assistance in filing a claim at 1-800-206-1319, P.O. Box 372790, Denver, CO 80237-9714.
- Claim Limit means the maximum amount that can be claimed in total during the Period of Insurance, as set forth in Item 3. of the Declaration Page.
- Date of Loss means the date of the incident to Your Vehicle in respect of which a Total Loss is subsequently paid under Your Auto Insurance Policy.
- Declaration Page means the document given to You with this Policy that includes Your details, the details of Your Vehicle and the Period of Insurance
- Equivalent Model means a Stellantis vehicle sourced by Your dealer for replacement where for whatever reason it is impossible to replace Your original Vehicle. For new vehicles this will be the superseding Stellantis model.
- 9. Finance Agreement means an agreement You have entered into with a Finance Company to finance Your Vehicle.
- Finance Company means the financing corporation or other lender which has financed the loan to acquire Your Vehicle or fund Your Premium for this Policy.
- 11. **Market Value** means the value of **Your Vehicle** confirmed by **Us** at the **Date of Loss** as determined by NADA (https://www.nadaguides.com).
- 12. MSRP means the manufacturer's suggested retail sales price as listed on the manufacturer's window sticker or as on the manufacturer's corporate website, less any factory incentives or dealer discounts.

- 13. Partial Loss means a loss that is not a Total Loss and is covered by Your Auto Insurance Policy for direct physical loss or damage to Your Vehicle, where the cost of repair exceeds the deductible payable by You under such Auto Insurance Policy.
- 14. **Period of Insurance** means the dates shown in **Item 2**. of the **Declaration Page**.
- Policy means this entire VRI Policy that sets out all the terms and conditions of coverage under this Policy.
- Premium means the amount payable by You (including any taxes or charges thereon) for coverage under this Policy.
- 17. Premium Financing Agreement means an agreement You have entered into with a Finance Company to fund the Premium for this Policy, if applicable.
- Replacement Vehicle means the new current model year vehicle, or the Equivalent Model chosen to replace Your Vehicle in the event of a Total Loss.
- Sales Invoice means the sales invoice providing details of the purchase of Your Vehicle.
- Start Date means the date cover commences under this Policy, as stated in Your Declaration Page.
- 21. **Territory** means within the United States of America.
- 22. Total Loss is when the Vehicle is deemed beyond economical or constructive repair by Your Auto Insurer as a result of accidental damage, fire, or theft.
- 23. Vehicle means only the Vehicle as identified in the Sales Invoice not exceeding a MSRP value of \$150,000 and being purchased from a Stellantis dealership and not excluded under the "EXCLUSIONS" section of this Policy.
- 24. Vehicle Replacement Value means the MSRP of a new current model year vehicle or the MSRP of the **Equivalent Model**. The maximum **Vehicle** Replacement Value shall be the MSRP of Your Vehicle plus an inflationary increase not exceeding 5% of the MSRP of Your Vehicle per annum or 15% of the MSRP of Your Vehicle in total over the **Period of Insurance**. The **Vehicle** Replacement Value does not include dealer installed accessories, insurance premiums, extended warranties, other coverage, license or other fees or any additional amounts that are being advanced in conjunction with the purchase in order to settle or payoff all or a portion of any other loans. In the event there is no new current model of Your Vehicle, or an Equivalent Model, or You decide to purchase a lesser equivalent Stellantis vehicle, or any other vehicle, there will be no cash pay out to You for the difference of Your vehicle's lower cost compared to the Vehicle Replacement Value.
- 25. **Voucher** means a voucher redeemable against a vehicle at a Stellantis dealer. The **Voucher** cannot be converted to cash.

- We/Us/Our means QBE Insurance Corporation, whose registered address is One QBE Way, Sun Prairie, WI 53596.
- 27. You/Yourself means the person named in Item 1. of the Declaration Page.

EXCLUSIONS

This **Policy** does not provide any cover for:

- 1. Vehicles which:
- 1.1 have been modified in any way from the manufacturer's specification,
- 1.2 are used for a purpose for which they are not designed, or
- 1.3 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles,
- 1.4 Are used for: Any commercial or business use (full or part time), rental, taxi, livery, delivery or ride share services; municipal, volunteer, or professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle or is used for any snowplowing.
- are used for competition, racing or speed event, or
- 1.6 are used and/or insured for commercial purposes or vehicles fitted with special equipment that is intended for commercial use,
- 1.7 are over seven tons gross weight,
- 1.8 are used for anything other than private use,
- 1.9 are not covered by a fully comprehensive **Auto**Insurance Policy for the full duration of the
 Period of Insurance.
- 2. Any Total Loss:
- 2.1 where the **Total Loss** occurred before the inception of this **Policy**.
- 2.2 that occurs outside of the **Territory**.
- 2.3 arising directly or indirectly, in whole or in part, due to any act or omission which is wilful or unlawful by You or by the driver of the Vehicle.
- 2.4 arising from any intentional damage or loss caused by You or any person using Your Vehicle with Your permission which results directly or indirectly in a Total Loss.
- 2.5 if **You** have not paid the appropriate **Premium** in respect of this **Policy**.
- 3. Any theft or malicious damage claim which is not accompanied by a Police Report or Court Judgment as appropriate.
- Any arrears on any Finance Agreement You have at the Date of Loss.
- Any deferred payment and or fees and or interest charges resulting from any payment holiday agreed between You and Your Finance Company.
- 6. Any **Vehicle** that is stolen by any person having access to the keys of **Your Vehicle**.
- 7. Any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire, or theft sections of any other insurance policy.
- 8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not

- prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs for anything other than the Purchase Price of Your Vehicle.
- 10. a) any actual or threatened unauthorised, malicious, or criminal act, or series of actual or threatened unauthorised, malicious, or criminal acts, or any hoax relating to any of these.
 - b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
 - c) partial or total unavailability or failure, or series of related partial or total unavailability or failures, involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud, or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output, or data storage device.
- 11. Any claims to the extent that the provision of such cover would expose **Us** or any member of **Our** company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of any country.
- 12. 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:
 - a) War, cyber warfare, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
 - b) Any act of terrorism.
 - For the purpose of this section an act of terrorism means an act, including but not limited to the use of force, including cyber, biological, chemical and/or nuclear force, or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.
- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from (i) ionising radiations or

- contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 15. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the environment and/or pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, typhoon, floods, lightning, storm, tornado, rainstorm, flooding, freezing, earthquake, snow, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, or sandstorm.
- 16. Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your vehicle, loss of time and inconvenience resulting from the operation, maintenance or use of Your Vehicle is expressly excluded.
- 17. Any defect in workmanship and materials which is claimable under the terms of any other insurance, warranty, or manufacturer's warranty.
- 18. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following: the collapsing of external objects, the falling of moving objects in air incurred while the vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

GENERAL TERMS AND CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

- Any reference to 'basis of the contract' in this Policy or in the proposal form (if any) is of no effect
- You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when You take out this Policy.
- 3. In the event that any of the information or representations in the **Declaration Page** are untrue and materially affected the acceptance of the risk or hazard assumed by **Us** under this **Policy**, then any claim arising from or based upon such untrue information or representations shall not be covered under this **Policy** with respect to **You** who knew of such untruth.
- 4. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - a. makes a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or

- makes a statement in support of a claim, knowing the statement to be false in any respect, or
- submits a document in support of a claim, knowing the document to be forged or false in any respect, or
- d. makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then:
 - i. We shall not pay the claim.
 - ii. **We** may by notice to **You** treat this **Policy** as having been terminated from the time of the first fraudulent act.
 - iii. **We** may recover from **You** the amount of any claim already paid under the **Policy**.
 - iv. We may retain any Premium.
 - v. **We** may inform the Police of the circumstances.
- 5. The Policy will be issued based upon information that has been given to Us about You, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information such us change of address. Failure to do so may lead Us to reassess the terms of Your cover under this Policy. We will then advise You of any changes in terms.
- You must not continue to drive Your Vehicle
 after any damage or incident as this could cause
 further damage to Your Vehicle.
- The cover under Your Policy may be affected if You do not comply with all the provisions of this Policy.
- 8. **Your Policy** will be governed by the law of the state where **You** reside.
- This **Policy** is not transferable to any subsequent **Vehicle** owners.

CLAIMS AND NOTIFICATION CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

IMPORTANT INFORMATION

If within the **Period of Insurance** an incident occurs within the **Territory** which results in **Your Vehicle** being classed as a **Total Loss**, **You** should not accept any settlement offer made under **Your Auto Insurance Policy** or a third-party motor insurance company until **You** have contacted **Us**, and **We** have given **You** permission to accept the offer. **We** may seek to have the offer received by **You** under **Your Auto Insurance Policy** or the offer of a third-party motor insurance company increased if in **Our** absolute discretion **We** do not consider such offers to be reasonable.

 If You accept a Total Loss settlement offer under Your Auto Insurance Policy or a third-party motor insurance company prior to or without Our consent, then We may settle Your claim based

- on the **Market Value** at the **Date of Loss** and not on the **Auto Insurer Payment**.
- You must advise Us within five working days of any claim You have made under Your Auto Insurance Policy:
 - a) that results from theft; or
 - b) in the event of any loss resulting from accidental damage and fire, where the damage is so significant that **Your Auto Insurance Policy** underwriter may classify it as a **Total Loss**. If **You** have any doubts, **You** should contact **Us**.
- 3. Where possible **You** must take all reasonable steps to safeguard **Your Vehicle**.
- 4. **You** must report the incident to the Police and provide **Us** with a Police Report or Court Judgment as appropriate.
- We accept no liability for the irresponsible disposal of Your Vehicle or its salvage in any event.
- At notification of any claim, We reserve the right to instruct an engineer to inspect Your Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received.

MAKING A CLAIM

If a **Total Loss** occurs, please report **Your** claim to the **Claims Administrator** according to the following procedure:

- 1. Contact the Claims Administrator at telephone 1-800-206-1319. Upon their verification that you have a **Policy**, they will e-mail **You** the required claims forms and checklists to process a claim.
- Return the completed claims forms provided by the Claims Administrator with all requested documentation as outlined below.

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

- 1. Payment of the appropriate **Premium** in respect of **Your Policy**.
- 2. Payment of the claim for Total Loss or Partial Loss under Your Auto Insurance Policy.
- Evidence of the Total Loss or Partial Loss and the Auto Insurer Payment You receive from Your Auto Insurer as at the Date of Loss and a valuation report from Your Auto Insurer.
- 4. A copy of **Your Auto Insurance Policy** declaration page.
- 5. Your Policy number and Vehicle details.
- 6. Cause of Total Loss.
- 7. Police Report or Court Judgment as appropriate.
- 8. Your Sales Invoice showing the MSRP.
- 9. Any other evidence which may be reasonably requested by **Us**.

TERMINATION

By You

If no claims are known or reported under this **Policy**, within 30 days from the **Start Date You** have a right to terminate this **Policy** and to receive a full refund of **Premium** by giving written notice to **Us** and quoting

Your Policy number shown on Your Declaration Page.

If You do not terminate cover within 30 days from the **Start Date**, the **Policy** will continue to its natural expiry, unless **You** subsequently terminate the **Policy**.

If the **Policy** is terminated after the 30-day period from the **Start Date**, provided no claims are known or reported, **You** will be entitled to a daily pro rata refund of **Premium** from the **Start Date** for this **Policy**, as shown on the **Declaration Page**.

Once this **Policy** is terminated **You** will <u>not be</u> entitled to make a claim under this **Policy**.

By **Us**

We can terminate Your Policy in any way permitted by law for reasons including any of the following. If You have:

- made a misrepresentation to **Us** before the **Policy**, including failure to pay the **Premium**.
- made a fraudulent claim under the Policy or acted in a fraudulent manner.
- failed to notify Us of a specific act or omission as required by the Policy.

If all or any part of the **Premium** has been financed under a **Premium Financing Agreement** and **You** are in default under your **Premium Financing Agreement**, **Your Policy** will terminate on the date that **Your Premium Financing Agreement** goes into default, automatically without the requirement that we provide **You** with notice of termination.







VEHICLE REPLACEMENT INSURANCE (VRI)

INSURED POLICY STATEMENT

Obligation under this VRI **Policy** is fully insured and guaranteed by:

QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596

ELIGIBILITY

You can apply for cover under this **Policy** if at the **Start Date**:

- 1. You are the owner or lessee of the Vehicle.
- 2. Your Vehicle is covered under a comprehensive Auto Insurance Policy.
- 3. Your Vehicle has a MSRP not exceeding \$150,000.
- 4. **Your Vehicle** was purchased by **You** from any Stellantis dealership.
- Your Vehicle is new at the time of purchase of the Vehicle.
- 6. Your Vehicle has not been modified from the original manufacturer specification and was originally registered in the **Territory**.

BENEFIT

In the event of a Total Loss to Your Vehicle occurring within the Territory during the Period of Insurance, We will provide You with a Voucher which You can redeem against the purchase of a Replacement Vehicle for the difference between the Vehicle Replacement Value and the greater of the Auto Insurer Payment or the Market Value of Your Vehicle, not exceeding the Claim Limit.

Optional Additional Benefit

In the event of a **Total Loss** or **Partial Loss** to **Your Vehicle** occurring within the **Territory** during the **Period of Insurance**, **We** will reimburse **You** for any deductible you have paid to **Your Auto Insurer** in respect of such loss, up to a maximum of \$1,000. **We** will only pay one **Partial Loss** deductible per year of **Your Policy**.

Please note:

Only one claim in respect of a **Total Loss** can be made under this **Policy** during the **Period of Insurance**. **Your Policy** will automatically terminate after **We** pay a valid claim in respect of a **Total Loss**.

IMPORTANT INFORMATION

You must contact Us prior to accepting any Total Loss settlement under Your Auto Insurance Policy or a third-party motor insurance company. If You do not contact Us first, then the benefit under Your Policy may be settled based on the Market Value and not on the Auto Insurer Payment.

DEFINITIONS

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- Auto Insurer Payment means the amount You receive under Your Auto Insurance Policy in respect of a Total Loss.
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- 4. Claims Administrator means QBE Administration Services, Inc. You may contact the Claims Administrator's office at any time for coverage questions or receive assistance in filing a claim at 1-800-206-1319, P.O. Box 372790, Denver, CO 80237-9714.
- Claim Limit means the maximum amount that can be claimed in total during the Period of Insurance, as set forth in Item 3. of the Declaration Page.
- Date of Loss means the date of the incident to Your Vehicle in respect of which a Total Loss is subsequently paid under Your Auto Insurance Policy.
- Declaration Page means the document given to You with this Policy that includes Your details, the details of Your Vehicle and the Period of Insurance
- Equivalent Model means a Stellantis vehicle sourced by Your dealer for replacement where for whatever reason it is impossible to replace Your original Vehicle. For new vehicles this will be the superseding Stellantis model.
- 9. Finance Agreement means an agreement You have entered into with a Finance Company to finance Your Vehicle.
- Finance Company means the financing corporation or other lender which has financed the loan to acquire Your Vehicle or fund Your Premium for this Policy.
- 11. **Market Value** means the value of **Your Vehicle** confirmed by **Us** at the **Date of Loss** as determined by NADA (https://www.nadaguides.com).
- 12. MSRP means the manufacturer's suggested retail sales price as listed on the manufacturer's window sticker or as on the manufacturer's corporate website, less any factory incentives or dealer discounts.

- 13. Partial Loss means a loss that is not a Total Loss and is covered by Your Auto Insurance Policy for direct physical loss or damage to Your Vehicle, where the cost of repair exceeds the deductible payable by You under such Auto Insurance Policy.
- 14. **Period of Insurance** means the dates shown in **Item 2**. of the **Declaration Page**.
- Policy means this entire VRI Policy that sets out all the terms and conditions of coverage under this Policy.
- Premium means the amount payable by You (including any taxes or charges thereon) for coverage under this Policy.
- Premium Financing Agreement means an agreement You have entered into with a Finance Company to fund the Premium for this Policy, if applicable.
- Replacement Vehicle means the new current model year vehicle, or the Equivalent Model chosen to replace Your Vehicle in the event of a Total Loss.
- 19. **Sales Invoice** means the sales invoice providing details of the purchase of **Your Vehicle**.
- Start Date means the date cover commences under this Policy, as stated in Your Declaration Page.
- 21. **Territory** means within the United States of America.
- 22. Total Loss is when the Vehicle is deemed beyond economical or constructive repair by Your Auto Insurer as a result of accidental damage, fire, or theft.
- 23. Vehicle means only the Vehicle as identified in the Sales Invoice not exceeding a MSRP value of \$150,000 and being purchased from a Stellantis dealership and not excluded under the "EXCLUSIONS" section of this Policy.
- 24. Vehicle Replacement Value means the MSRP of a new current model year vehicle or the MSRP of the Equivalent Model. The maximum Vehicle Replacement Value shall be the MSRP of Your Vehicle plus an inflationary increase not exceeding 5% of the MSRP of Your Vehicle per annum or 15% of the MSRP of Your Vehicle in total over the Period of Insurance. The Vehicle Replacement Value does not include dealer installed accessories, insurance premiums, extended warranties, other coverage, license or other fees or any additional amounts that are being advanced in conjunction with the purchase in order to settle or payoff all or a portion of any other loans. In the event there is no new current model of Your Vehicle, or an Equivalent Model, or You decide to purchase a lesser equivalent Stellantis vehicle, or any other vehicle, there will be no cash pay out to You for the difference of Your vehicle's lower cost compared to the Vehicle Replacement Value.
- 25. **Voucher** means a voucher redeemable against a vehicle at a Stellantis dealer. The **Voucher** cannot be converted to cash.

- We/Us/Our means QBE Insurance Corporation, whose registered address is One QBE Way, Sun Prairie, WI 53596.
- 27. You/Your/Yourself means the person named in Item 1. of the Declaration Page.

EXCLUSIONS

This **Policy** does not provide any cover for:

- 1. Vehicles which:
- 1.1 have been modified in any way from the manufacturer's specification,
- 1.2 are used for a purpose for which they are not designed, or
- 1.3 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles,
- 1.4 Are used for: Any commercial or business use (full or part time), rental, taxi, livery, delivery or ride share services; municipal, volunteer, or professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle or is used for any snowplowing,
- are used for competition, racing or speed event, or
- 1.6 are used and/or insured for commercial purposes or vehicles fitted with special equipment that is intended for commercial use,
- 1.7 are over seven tons gross weight,
- 1.8 are used for anything other than private use,
- 1.9 are not covered by a fully comprehensive **Auto**Insurance Policy for the full duration of the
 Period of Insurance.
- 2. Any Total Loss:
- 2.1 where the **Total Loss** occurred before the inception of this **Policy**.
- 2.2 that occurs outside of the **Territory**.
- 2.3 arising directly or indirectly, in whole or in part, due to any act or omission which is wilful or unlawful by You or by the driver of the Vehicle.
- 2.4 arising from any intentional damage or loss caused by You or any person using Your Vehicle with Your permission which results directly or indirectly in a Total Loss.
- 2.5 if **You** have not paid the appropriate **Premium** in respect of this **Policy**.
- 3. Any theft or malicious damage claim which is not accompanied by a Police Report or Court Judgment as appropriate.
- 4. Any arrears on any **Finance Agreement You** have at the **Date of Loss**.
- Any deferred payment and or fees and or interest charges resulting from any payment holiday agreed between You and Your Finance Company.
- 6. Any **Vehicle** that is stolen by any person having access to the keys of **Your Vehicle**.
- 7. Any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire, or theft sections of any other insurance policy.
- 8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not

- prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs for anything other than the Purchase Price of Your Vehicle.
- a) any actual or threatened unauthorised, malicious, or criminal act, or series of actual or threatened unauthorised, malicious, or criminal acts, or any hoax relating to any of these.
 - b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
 - c) partial or total unavailability or failure, or series of related partial or total unavailability or failures, involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud, or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output, or data storage device.
- 11. Any claims to the extent that the provision of such cover would expose Us or any member of Our company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of any country.
- 12. 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:
 - a) War, cyber warfare, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
 - b) Any act of terrorism.
 - For the purpose of this section an act of terrorism means an act, including but not limited to the use of force, including cyber, biological, chemical and/or nuclear force, or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.
- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from (i) ionising radiations or

- contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 15. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the environment and/or pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, typhoon, floods, lightning, storm, tornado, rainstorm, flooding, freezing, earthquake, snow, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, or sandstorm.
- 16. Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your vehicle, loss of time and inconvenience resulting from the operation, maintenance or use of Your Vehicle is expressly excluded.
- 17. Any defect in workmanship and materials which is claimable under the terms of any other insurance, warranty, or manufacturer's warranty.
- 18. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following: the collapsing of external objects, the falling of moving objects in air incurred while the vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

GENERAL TERMS AND CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

- Any reference to 'basis of the contract' in this Policy or in the proposal form (if any) is of no effect
- You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when You take out this Policy.
- 3. In the event that any of the information or representations in the **Declaration Page** are untrue and materially affected the acceptance of the risk or hazard assumed by **Us** under this **Policy**, then any claim arising from or based upon such untrue information or representations shall not be covered under this **Policy** with respect to **You** who knew of such untruth.
- 4. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - a. makes a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or

- makes a statement in support of a claim, knowing the statement to be false in any respect, or
- submits a document in support of a claim, knowing the document to be forged or false in any respect, or
- d. makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then:
 - i. We shall not pay the claim.
 - ii. **We** may by notice to **You** treat this **Policy** as having been terminated from the time of the first fraudulent act.
 - iii. **We** may recover from **You** the amount of any claim already paid under the **Policy**.
 - iv. We may retain any Premium.
 - v. **We** may inform the Police of the circumstances.
- 5. The Policy will be issued based upon information that has been given to Us about You, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information such us change of address. Failure to do so may lead Us to reassess the terms of Your cover under this Policy. We will then advise You of any changes in terms.
- You must not continue to drive Your Vehicle after any damage or incident as this could cause further damage to Your Vehicle.
- The cover under Your Policy may be affected if You do not comply with all the provisions of this Policy.
- 8. **Your Policy** will be governed by the law of the state where **You** reside.
- This **Policy** is not transferable to any subsequent **Vehicle** owners.

CLAIMS AND NOTIFICATION CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

IMPORTANT INFORMATION

If within the **Period of Insurance** an incident occurs within the **Territory** which results in **Your Vehicle** being classed as a **Total Loss**, **You** should not accept any settlement offer made under **Your Auto Insurance Policy** or a third-party motor insurance company until **You** have contacted **Us**, and **We** have given **You** permission to accept the offer. **We** may seek to have the offer received by **You** under **Your Auto Insurance Policy** or the offer of a third-party motor insurance company increased if in **Our** absolute discretion **We** do not consider such offers to be reasonable.

 If You accept a Total Loss settlement offer under Your Auto Insurance Policy or a third-party motor insurance company prior to or without Our consent, then We may settle Your claim based

- on the **Market Value** at the **Date of Loss** and not on the **Auto Insurer Payment**.
- You must advise Us within five working days of any claim You have made under Your Auto Insurance Policy:
 - a) that results from theft; or
 - b) in the event of any loss resulting from accidental damage and fire, where the damage is so significant that Your Auto Insurance Policy underwriter may classify it as a Total Loss. If You have any doubts, You should contact Us.
- 3. Where possible **You** must take all reasonable steps to safeguard **Your Vehicle**.
- 4. **You** must report the incident to the Police and provide **Us** with a Police Report or Court Judgment as appropriate.
- We accept no liability for the irresponsible disposal of Your Vehicle or its salvage in any event.
- At notification of any claim, We reserve the right to instruct an engineer to inspect Your Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received.

MAKING A CLAIM

If a **Total Loss** occurs, please report **Your** claim to the **Claims Administrator** according to the following procedure:

- 1. Contact the **Claims Administrator** at telephone 1-800-206-1319. Upon their verification that you have a **Policy**, they will e-mail **You** the required claims forms and checklists to process a claim.
- Return the completed claims forms provided by the Claims Administrator with all requested documentation as outlined below.

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

- 1. Payment of the appropriate **Premium** in respect of **Your Policy**.
- 2. Payment of the claim for Total Loss or Partial Loss under Your Auto Insurance Policy.
- Evidence of the Total Loss or Partial Loss and the Auto Insurer Payment You receive from Your Auto Insurer as at the Date of Loss and a valuation report from Your Auto Insurer.
- 4. A copy of **Your Auto Insurance Policy** declaration page.
- 5. Your Policy number and Vehicle details.
- 6. Cause of Total Loss.
- 7. Police Report or Court Judgment as appropriate.
- 8. Your Sales Invoice showing the MSRP.
- 9. Any other evidence which may be reasonably requested by **Us**.

TERMINATION

By You

If no claims are known or reported under this **Policy**, within 30 days from the **Start Date You** have a right to terminate this **Policy** and to receive a full refund of **Premium** by giving written notice to **Us** and quoting

Your Policy number shown on Your Declaration Page.

If You do not terminate cover within 30 days from the **Start Date**, the **Policy** will continue to its natural expiry, unless **You** subsequently terminate the **Policy**.

If the **Policy** is terminated after the 30-day period from the **Start Date**, provided no claims are known or reported, **You** will be entitled to a daily pro rata refund of **Premium** from the **Start Date** for this **Policy**, as shown on the **Declaration Page**.

Once this **Policy** is terminated **You** will <u>not be</u> entitled to make a claim under this **Policy**.

By **Us**

We can terminate Your Policy in any way permitted by law for reasons including any of the following. If You have:

- made a misrepresentation to Us before the Policy, including failure to pay the Premium.
- made a fraudulent claim under the Policy or acted in a fraudulent manner.
- failed to notify **Us** of a specific act or omission as required by the **Policy**.

If all or any part of the **Premium** has been financed under a **Premium Financing Agreement** and **You** are in default under your **Premium Financing Agreement**, **Your Policy** will terminate on the date that **Your Premium Financing Agreement** goes into default, automatically without the requirement that we provide **You** with notice of termination.







VEHICLE REPLACEMENT INSURANCE (VRI)

INSURED POLICY STATEMENT

Obligation under this VRI **Policy** is fully insured and guaranteed by:

QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596

ELIGIBILITY

You can apply for cover under this **Policy** if at the **Start Date**:

- 1. You are the owner or lessee of the Vehicle.
- 2. Your Vehicle is covered under a comprehensive Auto Insurance Policy.
- 3. Your Vehicle has a MSRP not exceeding \$150,000.
- 4. **Your Vehicle** was purchased by **You** from any Stellantis dealership.
- 5. Your Vehicle is new at the time of purchase of the Vehicle.
- 6. Your Vehicle has not been modified from the original manufacturer specification and was originally registered in the **Territory**.

BENEFIT

In the event of a Total Loss to Your Vehicle occurring within the Territory during the Period of Insurance, We will provide You with a Voucher which You can redeem against the purchase of a Replacement Vehicle for the difference between the Vehicle Replacement Value and the greater of the Auto Insurer Payment or the Market Value of Your Vehicle, not exceeding the Claim Limit.

Optional Additional Benefit

In the event of a **Total Loss** or **Partial Loss** to **Your Vehicle** occurring within the **Territory** during the **Period of Insurance**, **We** will reimburse **You** for any deductible you have paid to **Your Auto Insurer** in respect of such loss, up to a maximum of \$1,000. **We** will only pay one **Partial Loss** deductible per year of **Your Policy**.

Please note:

Only one claim in respect of a **Total Loss** can be made under this **Policy** during the **Period of Insurance**. **Your Policy** will automatically terminate after **We** pay a valid claim in respect of a **Total Loss**.

IMPORTANT INFORMATION

You must contact Us prior to accepting any Total Loss settlement under Your Auto Insurance Policy or a third-party motor insurance company. If You do not contact Us first, then the benefit under Your Policy may be settled based on the Market Value and not on the Auto Insurer Payment.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

- 1. Auto Insurer means the insurance company that issued Your Auto Insurance Policy.
- Auto Insurer Payment means the amount You receive under Your Auto Insurance Policy in respect of a Total Loss.
- Auto Insurance Policy means a comprehensive automobile physical damage insurance policy which covers the Vehicle in respect of accidental damage, fire, and theft, which is maintained throughout the Period of Insurance.
- 4. Claims Administrator means QBE Administration Services, Inc. You may contact the Claims Administrator's office at any time for coverage questions or receive assistance in filing a claim at 1-800-206-1319, P.O. Box 372790, Denver, CO 80237-9714.
- Claim Limit means the maximum amount that can be claimed in total during the Period of Insurance, as set forth in Item 3. of the Declaration Page.
- Date of Loss means the date of the incident to Your Vehicle in respect of which a Total Loss is subsequently paid under Your Auto Insurance Policy.
- Declaration Page means the document given to You with this Policy that includes Your details, the details of Your Vehicle and the Period of Insurance.
- Equivalent Model means a Stellantis vehicle sourced by Your dealer for replacement where for whatever reason it is impossible to replace Your original Vehicle. For new vehicles this will be the superseding Stellantis model.
- 9. Finance Agreement means an agreement You have entered into with a Finance Company to finance Your Vehicle.
- Finance Company means the financing corporation or other lender which has financed the loan to acquire Your Vehicle or fund Your Premium for this Policy.
- 11. **Market Value** means the value of **Your Vehicle** confirmed by **Us** at the **Date of Loss** as determined by NADA (https://www.nadaguides.com).
- 12. MSRP means the manufacturer's suggested retail sales price as listed on the manufacturer's window sticker or as on the manufacturer's corporate website, less any factory incentives or dealer discounts.

- 13. Partial Loss means a loss that is not a Total Loss and is covered by Your Auto Insurance Policy for direct physical loss or damage to Your Vehicle, where the cost of repair exceeds the deductible payable by You under such Auto Insurance Policy.
- 14. **Period of Insurance** means the dates shown in **Item 2**. of the **Declaration Page**.
- Policy means this entire VRI Policy that sets out all the terms and conditions of coverage under this Policy.
- Premium means the amount payable by You (including any taxes or charges thereon) for coverage under this Policy.
- Premium Financing Agreement means an agreement You have entered into with a Finance Company to fund the Premium for this Policy, if applicable.
- Replacement Vehicle means the new current model year vehicle, or the Equivalent Model chosen to replace Your Vehicle in the event of a Total Loss.
- 19. **Sales Invoice** means the sales invoice providing details of the purchase of **Your Vehicle**.
- Start Date means the date cover commences under this Policy, as stated in Your Declaration Page.
- 21. **Territory** means within the United States of America.
- 22. Total Loss is when the Vehicle is deemed beyond economical or constructive repair by Your Auto Insurer as a result of accidental damage, fire, or theft.
- 23. **Vehicle** means only the **Vehicle** as identified in the **Sales Invoice** not exceeding a **MSRP** value of \$150,000 and being purchased from a Stellantis dealership and not excluded under the "EXCLUSIONS" section of this **Policy**.
- 24. Vehicle Replacement Value means the MSRP of a new current model year vehicle or the MSRP of the Equivalent Model. The maximum Vehicle Replacement Value shall be the MSRP of Your Vehicle plus an inflationary increase not exceeding 5% of the MSRP of Your Vehicle per annum or 15% of the MSRP of Your Vehicle in total over the Period of Insurance. The Vehicle Replacement Value does not include dealer installed accessories, insurance premiums, extended warranties, other coverage, license or other fees or any additional amounts that are being advanced in conjunction with the purchase in order to settle or payoff all or a portion of any other loans. In the event there is no new current model of Your Vehicle, or an Equivalent Model, or You decide to purchase a lesser equivalent Stellantis vehicle, or any other vehicle, there will be no cash pay out to You for the difference of Your vehicle's lower cost compared to the Vehicle Replacement Value.
- 25. **Voucher** means a voucher redeemable against a vehicle at a Stellantis dealer. The **Voucher** cannot be converted to cash.

- We/Us/Our means QBE Insurance Corporation, whose registered address is One QBE Way, Sun Prairie, WI 53596.
- 27. You/Yourself means the person named in Item 1. of the Declaration Page.

EXCLUSIONS

This **Policy** does not provide any cover for:

- 1. Vehicles which:
- 1.1 have been modified in any way from the manufacturer's specification,
- 1.2 are used for a purpose for which they are not designed, or
- 1.3 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles,
- 1.4 Are used for: Any commercial or business use (full or part time), rental, taxi, livery, delivery or ride share services; municipal, volunteer, or professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle or is used for any snowplowing,
- are used for competition, racing or speed event, or
- 1.6 are used and/or insured for commercial purposes or vehicles fitted with special equipment that is intended for commercial use,
- 1.7 are over seven tons gross weight,
- 1.8 are used for anything other than private use,
- 1.9 are not covered by a fully comprehensive **Auto**Insurance Policy for the full duration of the
 Period of Insurance.
- 2. Any Total Loss:
- 2.1 where the **Total Loss** occurred before the inception of this **Policy**.
- 2.2 that occurs outside of the **Territory**.
- 2.3 arising directly or indirectly, in whole or in part, due to any act or omission which is wilful or unlawful by You or by the driver of the Vehicle.
- 2.4 arising from any intentional damage or loss caused by You or any person using Your Vehicle with Your permission which results directly or indirectly in a Total Loss.
- 2.5 if **You** have not paid the appropriate **Premium** in respect of this **Policy**.
- 3. Any theft or malicious damage claim which is not accompanied by a Police Report or Court Judgment as appropriate.
- 4. Any arrears on any **Finance Agreement You** have at the **Date of Loss**.
- Any deferred payment and or fees and or interest charges resulting from any payment holiday agreed between You and Your Finance Company.
- 6. Any **Vehicle** that is stolen by any person having access to the keys of **Your Vehicle**.
- 7. Any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire, or theft sections of any other insurance policy.
- 8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not

- prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs for anything other than the Purchase Price of Your Vehicle.
- a) any actual or threatened unauthorised, malicious, or criminal act, or series of actual or threatened unauthorised, malicious, or criminal acts, or any hoax relating to any of these.
 - b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
 - c) partial or total unavailability or failure, or series of related partial or total unavailability or failures, involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud, or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output, or data storage device.
- 11. Any claims to the extent that the provision of such cover would expose Us or any member of Our company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of any country.
- 12. 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:
 - a) War, cyber warfare, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
 - b) Any act of terrorism.
 - For the purpose of this section an act of terrorism means an act, including but not limited to the use of force, including cyber, biological, chemical and/or nuclear force, or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.
- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from (i) ionising radiations or

- contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 15. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the environment and/or pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, typhoon, floods, lightning, storm, tornado, rainstorm, flooding, freezing, earthquake, snow, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, or sandstorm.
- 16. Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your vehicle, loss of time and inconvenience resulting from the operation, maintenance or use of Your Vehicle is expressly excluded.
- 17. Any defect in workmanship and materials which is claimable under the terms of any other insurance, warranty, or manufacturer's warranty.
- 18. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following: the collapsing of external objects, the falling of moving objects in air incurred while the vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

GENERAL TERMS AND CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

- Any reference to 'basis of the contract' in this Policy or in the proposal form (if any) is of no effect
- You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when You take out this Policy.
- 3. In the event that any of the information or representations in the **Declaration Page** are untrue and materially affected the acceptance of the risk or hazard assumed by **Us** under this **Policy**, then any claim arising from or based upon such untrue information or representations shall not be covered under this **Policy** with respect to **You** who knew of such untruth.
- 4. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - a. makes a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or

- b. makes a statement in support of a claim, knowing the statement to be false in any respect, or
- submits a document in support of a claim, knowing the document to be forged or false in any respect, or
- d. makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then:
 - i. We shall not pay the claim.
 - ii. **We** may by notice to **You** treat this **Policy** as having been terminated from the time of the first fraudulent act.
 - iii. **We** may recover from **You** the amount of any claim already paid under the **Policy**.
 - iv. We may retain any Premium.
 - v. **We** may inform the Police of the circumstances.
- 5. The Policy will be issued based upon information that has been given to Us about You, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information such us change of address. Failure to do so may lead Us to reassess the terms of Your cover under this Policy. We will then advise You of any changes in terms.
- You must not continue to drive Your Vehicle after any damage or incident as this could cause further damage to Your Vehicle.
- The cover under Your Policy may be affected if You do not comply with all the provisions of this Policy.
- 8. **Your Policy** will be governed by the law of the state where **You** reside.
- This **Policy** is not transferable to any subsequent **Vehicle** owners.

CLAIMS AND NOTIFICATION CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

IMPORTANT INFORMATION

If within the **Period of Insurance** an incident occurs within the **Territory** which results in **Your Vehicle** being classed as a **Total Loss**, **You** should not accept any settlement offer made under **Your Auto Insurance Policy** or a third-party motor insurance company until **You** have contacted **Us**, and **We** have given **You** permission to accept the offer. **We** may seek to have the offer received by **You** under **Your Auto Insurance Policy** or the offer of a third-party motor insurance company increased if in **Our** absolute discretion **We** do not consider such offers to be reasonable.

 If You accept a Total Loss settlement offer under Your Auto Insurance Policy or a third-party motor insurance company prior to or without Our consent, then We may settle Your claim based

- on the **Market Value** at the **Date of Loss** and not on the **Auto Insurer Payment**.
- You must advise Us within five working days of any claim You have made under Your Auto Insurance Policy:
 - a) that results from theft; or
 - b) in the event of any loss resulting from accidental damage and fire, where the damage is so significant that Your Auto Insurance Policy underwriter may classify it as a Total Loss. If You have any doubts, You should contact Us.
- 3. Where possible **You** must take all reasonable steps to safeguard **Your Vehicle**.
- 4. **You** must report the incident to the Police and provide **Us** with a Police Report or Court Judgment as appropriate.
- We accept no liability for the irresponsible disposal of Your Vehicle or its salvage in any event.
- At notification of any claim, We reserve the right to instruct an engineer to inspect Your Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received.

MAKING A CLAIM

If a **Total Loss** occurs, please report **Your** claim to the **Claims Administrator** according to the following procedure:

- 1. Contact the **Claims Administrator** at telephone 1-800-206-1319. Upon their verification that you have a **Policy**, they will e-mail **You** the required claims forms and checklists to process a claim.
- Return the completed claims forms provided by the Claims Administrator with all requested documentation as outlined below.

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

- 1. Payment of the appropriate **Premium** in respect of **Your Policy**.
- 2. Payment of the claim for Total Loss or Partial Loss under Your Auto Insurance Policy.
- Evidence of the Total Loss or Partial Loss and the Auto Insurer Payment You receive from Your Auto Insurer as at the Date of Loss and a valuation report from Your Auto Insurer.
- 4. A copy of **Your Auto Insurance Policy** declaration page.
- 5. Your Policy number and Vehicle details.
- 6. Cause of Total Loss.
- 7. Police Report or Court Judgment as appropriate.
- 8. Your Sales Invoice showing the MSRP.
- 9. Any other evidence which may be reasonably requested by **Us**.

TERMINATION

By You

If no claims are known or reported under this **Policy**, within 30 days from the **Start Date You** have a right to terminate this **Policy** and to receive a full refund of **Premium** by giving written notice to **Us** and quoting

Your Policy number shown on Your Declaration Page.

If You do not terminate cover within 30 days from the **Start Date**, the **Policy** will continue to its natural expiry, unless **You** subsequently terminate the **Policy**.

If the **Policy** is terminated after the 30-day period from the **Start Date**, provided no claims are known or reported, **You** will be entitled to a daily pro rata refund of **Premium** from the **Start Date** for this **Policy**, as shown on the **Declaration Page**.

Once this **Policy** is terminated **You** will <u>not be</u> entitled to make a claim under this **Policy**.

By **Us**

We can terminate Your Policy in any way permitted by law for reasons including any of the following. If You have:

- made a misrepresentation to Us before the Policy, including failure to pay the Premium.
- made a fraudulent claim under the Policy or acted in a fraudulent manner.
- failed to notify **Us** of a specific act or omission as required by the **Policy**.

If all or any part of the **Premium** has been financed under a **Premium Financing Agreement** and **You** are in default under your **Premium Financing Agreement**, **Your Policy** will terminate on the date that **Your Premium Financing Agreement** goes into default, automatically without the requirement that we provide **You** with notice of termination.







VEHICLE REPLACEMENT INSURANCE (VRI)

INSURED POLICY STATEMENT

Obligation under this VRI **Policy** is fully insured and guaranteed by:

QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596

ELIGIBILITY

You can apply for cover under this **Policy** if at the **Start Date**:

- 1. You are the owner or lessee of the Vehicle.
- 2. Your Vehicle is covered under a comprehensive Auto Insurance Policy.
- 3. Your Vehicle has a MSRP not exceeding \$150,000.
- 4. **Your Vehicle** was purchased by **You** from any Stellantis dealership.
- Your Vehicle is new at the time of purchase of the Vehicle.
- 6. Your Vehicle has not been modified from the original manufacturer specification and was originally registered in the **Territory**.

BENEFIT

In the event of a Total Loss to Your Vehicle occurring within the Territory during the Period of Insurance, We will provide You with a Voucher which You can redeem against the purchase of a Replacement Vehicle for the difference between the Vehicle Replacement Value and the greater of the Auto Insurer Payment or the Market Value of Your Vehicle, not exceeding the Claim Limit.

Additional Benefit

In the event of a **Total Loss** or **Partial Loss** to **Your Vehicle** occurring within the **Territory** during the **Period of Insurance**, **We** will reimburse **You** for any deductible you have paid to **Your Auto Insurer** in respect of such loss, up to a maximum of \$1,000. **We** will only pay one **Partial Loss** deductible per year of **Your Policy**.

Please note:

Only one claim in respect of a **Total Loss** can be made under this **Policy** during the **Period of Insurance**. **Your Policy** will automatically terminate after **We** pay a valid claim in respect of a **Total Loss**.

IMPORTANT INFORMATION

You must contact Us prior to accepting any Total Loss settlement under Your Auto Insurance Policy or a third-party motor insurance company. If You do not contact Us first, then the benefit under Your Policy may be settled based on the Market Value and not on the Auto Insurer Payment.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

- 1. Auto Insurer means the insurance company that issued Your Auto Insurance Policy.
- Auto Insurer Payment means the amount You receive under Your Auto Insurance Policy in respect of a Total Loss.
- Auto Insurance Policy means a comprehensive automobile physical damage insurance policy which covers the Vehicle in respect of accidental damage, fire, and theft, which is maintained throughout the Period of Insurance.
- Claims Administrator means QBE Administration Services, Inc. You may contact the Claims Administrator's office at any time for coverage questions or receive assistance in filing a claim at 1-800-206-1319, P.O. Box 372790, Denver, CO 80237-9714.
- Claim Limit means the maximum amount that can be claimed in total during the Period of Insurance, as set forth in Item 3. of the Declaration Page.
- Date of Loss means the date of the incident to Your Vehicle in respect of which a Total Loss is subsequently paid under Your Auto Insurance Policy.
- Declaration Page means the document given to You with this Policy that includes Your details, the details of Your Vehicle and the Period of Insurance
- Equivalent Model means a Stellantis vehicle sourced by Your dealer for replacement where for whatever reason it is impossible to replace Your original Vehicle. For new vehicles this will be the superseding Stellantis model.
- 9. Finance Agreement means an agreement You have entered into with a Finance Company to finance Your Vehicle.
- Finance Company means the financing corporation or other lender which has financed the loan to acquire Your Vehicle or fund Your Premium for this Policy.
- 11. **Market Value** means the value of **Your Vehicle** confirmed by **Us** at the **Date of Loss** as determined by NADA (https://www.nadaguides.com).
- 12. MSRP means the manufacturer's suggested retail sales price as listed on the manufacturer's window sticker or as on the manufacturer's corporate website, less any factory incentives or dealer discounts.

- 13. Partial Loss means a loss that is not a Total Loss and is covered by Your Auto Insurance Policy for direct physical loss or damage to Your Vehicle, where the cost of repair exceeds the deductible payable by You under such Auto Insurance Policy.
- 14. **Period of Insurance** means the dates shown in **Item 2**. of the **Declaration Page**.
- 15. **Policy** means this entire VRI Policy that sets out all the terms and conditions of coverage under this **Policy**.
- Premium means the amount payable by You (including any taxes or charges thereon) for coverage under this Policy.
- 17. Premium Financing Agreement means an agreement You have entered into with a Finance Company to fund the Premium for this Policy, if applicable.
- Replacement Vehicle means the new current model year vehicle, or the Equivalent Model chosen to replace Your Vehicle in the event of a Total Loss.
- 19. **Sales Invoice** means the sales invoice providing details of the purchase of **Your Vehicle**.
- Start Date means the date cover commences under this Policy, as stated in Your Declaration Page.
- 21. **Territory** means within the United States of America.
- 22. Total Loss is when the Vehicle is deemed beyond economical or constructive repair by Your Auto Insurer as a result of accidental damage, fire, or theft.
- 23. **Vehicle** means only the **Vehicle** as identified in the **Sales Invoice** not exceeding a **MSRP** value of \$150,000 and being purchased from a Stellantis dealership and not excluded under the "EXCLUSIONS" section of this **Policy**.
- 24. Vehicle Replacement Value means the MSRP of a new current model year vehicle or the MSRP of the Equivalent Model. The maximum Vehicle Replacement Value shall be the MSRP of Your Vehicle plus an inflationary increase not exceeding 5% of the MSRP of Your Vehicle per annum or 15% of the MSRP of Your Vehicle in total over the Period of Insurance. The Vehicle Replacement Value does not include dealer installed accessories, insurance premiums, extended warranties, other coverage, license or other fees or any additional amounts that are being advanced in conjunction with the purchase in order to settle or payoff all or a portion of any other loans. In the event there is no new current model of Your Vehicle, or an Equivalent Model, or You decide to purchase a lesser equivalent Stellantis vehicle, or any other vehicle, there will be no cash pay out to You for the difference of Your vehicle's lower cost compared to the Vehicle Replacement Value.
- 25. **Voucher** means a voucher redeemable against a vehicle at a Stellantis dealer. The **Voucher** cannot be converted to cash.

- We/Us/Our means QBE Insurance Corporation, whose registered address is One QBE Way, Sun Prairie, WI 53596.
- 27. You/Yourself means the person named in Item 1. of the Declaration Page.

EXCLUSIONS

This **Policy** does not provide any cover for:

- 1. Vehicles which:
- 1.1 have been modified in any way from the manufacturer's specification,
- 1.2 are used for a purpose for which they are not designed, or
- 1.3 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles,
- 1.4 Are used for: Any commercial or business use (full or part time), rental, taxi, livery, delivery or ride share services; municipal, volunteer, or professional emergency services; fleet or pool services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle or is used for any snowplowing,
- are used for competition, racing or speed event, or
- 1.6 are used and/or insured for commercial purposes or vehicles fitted with special equipment that is intended for commercial use,
- 1.7 are over seven tons gross weight,
- 1.8 are used for anything other than private use,
- 1.9 are not covered by a fully comprehensive **Auto**Insurance Policy for the full duration of the
 Period of Insurance.
- 2. Any Total Loss:
- 2.1 where the **Total Loss** occurred before the inception of this **Policy**.
- 2.2 that occurs outside of the **Territory**.
- 2.3 arising directly or indirectly, in whole or in part, due to any act or omission which is wilful or unlawful by You or by the driver of the Vehicle.
- 2.4 arising from any intentional damage or loss caused by You or any person using Your Vehicle with Your permission which results directly or indirectly in a Total Loss.
- 2.5 if **You** have not paid the appropriate **Premium** in respect of this **Policy**.
- 3. Any theft or malicious damage claim which is not accompanied by a Police Report or Court Judgment as appropriate.
- 4. Any arrears on any **Finance Agreement You** have at the **Date of Loss**.
- Any deferred payment and or fees and or interest charges resulting from any payment holiday agreed between You and Your Finance Company.
- 6. Any **Vehicle** that is stolen by any person having access to the keys of **Your Vehicle**.
- 7. Any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire, or theft sections of any other insurance policy.
- 8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not

- prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs for anything other than the Purchase Price of Your Vehicle.
- a) any actual or threatened unauthorised, malicious, or criminal act, or series of actual or threatened unauthorised, malicious, or criminal acts, or any hoax relating to any of these.
 - b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
 - c) partial or total unavailability or failure, or series of related partial or total unavailability or failures, involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud, or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output, or data storage device.
- 11. Any claims to the extent that the provision of such cover would expose Us or any member of Our company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of any country.
- 12. 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:
 - a) War, cyber warfare, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
 - b) Any act of terrorism.
 - For the purpose of this section an act of terrorism means an act, including but not limited to the use of force, including cyber, biological, chemical and/or nuclear force, or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.
- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from (i) ionising radiations or

- contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 15. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the environment and/or pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, typhoon, floods, lightning, storm, tornado, rainstorm, flooding, freezing, earthquake, snow, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, or sandstorm.
- 16. Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your vehicle, loss of time and inconvenience resulting from the operation, maintenance or use of Your Vehicle is expressly excluded.
- 17. Any defect in workmanship and materials which is claimable under the terms of any other insurance, warranty, or manufacturer's warranty.
- 18. Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following: the collapsing of external objects, the falling of moving objects in air incurred while the vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

GENERAL TERMS AND CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

- Any reference to 'basis of the contract' in this Policy or in the proposal form (if any) is of no effect
- You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when You take out this Policy.
- 3. In the event that any of the information or representations in the **Declaration Page** are untrue and materially affected the acceptance of the risk or hazard assumed by **Us** under this **Policy**, then any claim arising from or based upon such untrue information or representations shall not be covered under this **Policy** with respect to **You** who knew of such untruth.
- 4. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - a. makes a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or

- b. makes a statement in support of a claim, knowing the statement to be false in any respect, or
- submits a document in support of a claim, knowing the document to be forged or false in any respect, or
- d. makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then:
 - i. We shall not pay the claim.
 - ii. **We** may by notice to **You** treat this **Policy** as having been terminated from the time of the first fraudulent act.
 - iii. **We** may recover from **You** the amount of any claim already paid under the **Policy**.
 - iv. We may retain any Premium.
 - v. **We** may inform the Police of the circumstances.
- 5. The Policy will be issued based upon information that has been given to Us about You, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information such us change of address. Failure to do so may lead Us to reassess the terms of Your cover under this Policy. We will then advise You of any changes in terms.
- You must not continue to drive Your Vehicle after any damage or incident as this could cause further damage to Your Vehicle.
- The cover under Your Policy may be affected if You do not comply with all the provisions of this Policy.
- 8. **Your Policy** will be governed by the law of the state where **You** reside.
- This **Policy** is not transferable to any subsequent **Vehicle** owners.

CLAIMS AND NOTIFICATION CONDITIONS

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion terminate the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

IMPORTANT INFORMATION

If within the **Period of Insurance** an incident occurs within the **Territory** which results in **Your Vehicle** being classed as a **Total Loss**, **You** should not accept any settlement offer made under **Your Auto Insurance Policy** or a third-party motor insurance company until **You** have contacted **Us**, and **We** have given **You** permission to accept the offer. **We** may seek to have the offer received by **You** under **Your Auto Insurance Policy** or the offer of a third-party motor insurance company increased if in **Our** absolute discretion **We** do not consider such offers to be reasonable.

 If You accept a Total Loss settlement offer under Your Auto Insurance Policy or a third-party motor insurance company prior to or without Our consent, then We may settle Your claim based

- on the **Market Value** at the **Date of Loss** and not on the **Auto Insurer Payment**.
- You must advise Us within five working days of any claim You have made under Your Auto Insurance Policy:
 - a) that results from theft; or
 - b) in the event of any loss resulting from accidental damage and fire, where the damage is so significant that Your Auto Insurance Policy underwriter may classify it as a Total Loss. If You have any doubts, You should contact Us.
- 3. Where possible **You** must take all reasonable steps to safeguard **Your Vehicle**.
- 4. **You** must report the incident to the Police and provide **Us** with a Police Report or Court Judgment as appropriate.
- We accept no liability for the irresponsible disposal of Your Vehicle or its salvage in any event.
- At notification of any claim, We reserve the right to instruct an engineer to inspect Your Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received.

MAKING A CLAIM

If a **Total Loss** occurs, please report **Your** claim to the **Claims Administrator** according to the following procedure:

- 1. Contact the **Claims Administrator** at telephone 1-800-206-1319. Upon their verification that you have a **Policy**, they will e-mail **You** the required claims forms and checklists to process a claim.
- Return the completed claims forms provided by the Claims Administrator with all requested documentation as outlined below.

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

- 1. Payment of the appropriate **Premium** in respect of **Your Policy**.
- 2. Payment of the claim for Total Loss or Partial Loss under Your Auto Insurance Policy.
- Evidence of the Total Loss or Partial Loss and the Auto Insurer Payment You receive from Your Auto Insurer as at the Date of Loss and a valuation report from Your Auto Insurer.
- 4. A copy of **Your Auto Insurance Policy** declaration page.
- 5. Your Policy number and Vehicle details.
- 6. Cause of Total Loss.
- 7. Police Report or Court Judgment as appropriate.
- 8. Your Sales Invoice showing the MSRP.
- 9. Any other evidence which may be reasonably requested by **Us**.

TERMINATION

By You

If no claims are known or reported under this **Policy**, within 30 days from the **Start Date You** have a right to terminate this **Policy** and to receive a full refund of **Premium** by giving written notice to **Us** and quoting

Your Policy number shown on Your Declaration Page.

If You do not terminate cover within 30 days from the **Start Date**, the **Policy** will continue to its natural expiry, unless **You** subsequently terminate the **Policy**.

If the **Policy** is terminated after the 30-day period from the **Start Date**, provided no claims are known or reported, **You** will be entitled to a daily pro rata refund of **Premium** from the **Start Date** for this **Policy**, as shown on the **Declaration Page**.

Once this **Policy** is terminated **You** will <u>not be</u> entitled to make a claim under this **Policy**.

By **Us**

We can terminate Your Policy in any way permitted by law for reasons including any of the following. If You have:

- made a misrepresentation to Us before the Policy, including failure to pay the Premium.
- made a fraudulent claim under the Policy or acted in a fraudulent manner.
- failed to notify **Us** of a specific act or omission as required by the **Policy**.

If all or any part of the **Premium** has been financed under a **Premium Financing Agreement** and **You** are in default under your **Premium Financing Agreement**, **Your Policy** will terminate on the date that **Your Premium Financing Agreement** goes into default, automatically without the requirement that we provide **You** with notice of termination.

