

Vehicle Replacement Insurance

QBE VRI

Terms and Conditions & State Amendatory Endorsements



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Vehicle Replacement Insurance

Kentucky



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.

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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.
- 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 1-800-206-1913, P.O. Box 372790, Denver, CO 80237-9714.
- 5. 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.
- 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/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,
- 1.5 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.
- 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:
 - 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.
- 6. 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:

- Contact the Claims Administrator at telephone 1-800-206-1913. Upon their verification that you have a Policy, they will e-mail You the required claims forms and checklists to process a claim.
- 2. 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.
- 3. 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**.

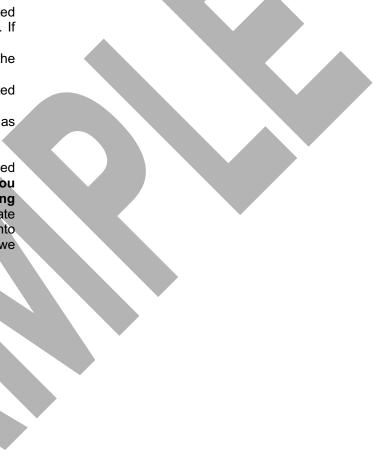
Once this **Policy** is terminated **You** will <u>not be</u> entitled to make a claim under this **Policy**.

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

Michigan



VEHICLE REPLACEMENT INSURANCE (VRI)

INSURED POLICY STATEMENT

Obligation under this VRI **Policy** is fully insured and quaranteed 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

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 1-800-206-1913, 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.
- 6. 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.
- 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/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.
- 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.
- 6. 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 1-800-206-1913. 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.
- 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

South Carolina



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.
- 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 1-800-206-1913, 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.
- 6. **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.
- 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/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.
- 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.
- 6. 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 1-800-206-1913. 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.
- 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.





Texas





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

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 1-800-206-1913, 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.
- 6. **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
- 8. 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/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.
- 6. 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 1-800-206-1913. 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.
- 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.





All Other Available States



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.

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 1-800-206-1913, 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.
- 6. **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.
- 8. 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.
- 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,
- 1.5 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:
 - 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.
- 6. 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 1-800-206-1913. 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.
- 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.





QBE VRI State Amendatory Endorsements



Vehicle Replacement Insurance

Alabama



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ALABAMA AMENDATORY ENDORSEMENT

Named Insured:		
Policy Number:		
Endorsement Number:		
Effective Date of Endorsement:		
Name of Insurer:	QBE Insurance Corporation	

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

Paragraph 2.4 of the **EXCLUSIONS** Section is deleted and replaced by the following:

Arising from an 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**. However, if **You** commit an act with the intent to cause a loss, **We** will provide coverage to an innocent insured victim of domestic abuse, as defined in the Domestic Abuse Insurance Act, to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

All other terms and conditions of this Policy remain unchanged.





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Vehicle Replacement Insurance

Arizona



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ARIZONA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that:

I. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice will be mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to **us** would have caused us not to issue the Policy; or
 - (2) If the risk has changed substantially since the policy was issued, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the Policy.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

- II. The GENERAL TERMS AND CONDITIONS Section is amended as follows:
 - A. The paragraph beginning with "You must comply..." and ending with "of the claims payment" is deleted.

- B. Paragraph 1. is deleted.
- C. Paragraph 3. is amended to add the following:

However, notwithstanding anything to the contrary in this paragraph 3., any misrepresentations, omissions, concealment of facts or incorrect statements in the application for insurance and the negotiations therefor shall not prevent a recovery under the Policy unless they are: (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by **us**; and (3) **we** in good faith would either not have issued the Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **us** as required either by the application for the Policy or otherwise.

III. In the **CLAIMS AND NOTIFICATION CONDITIONS** Section, the paragraph beginning with "**You** must comply..." and ending with "of the claims payment" is deleted.



Colorado



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COLORADO AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. A notice stating our reasons for cancellation will be mailed to you by first-class mail at your last address known by us.

Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 30 business days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 30 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 30 business days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the Policy; or
 - (2) If the risk has changed substantially since the Policy was issued.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.



Delaware



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DELAWARE AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel Your Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your last known address. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at last 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for 60 days or less and is not a renewal with **us**, **we** may cancel for any other reason by letting **you** know at least 30 days before the date cancellation takes effect.
- c. When this Policy has been in effect for more than 60 days, or after the effective date if it is a renewal with **us**, **we** may cancel for the reasons stated below:
 - (1) Discovery of fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
 - (2) Discovery of willful or reckless acts or omissions on your part that increases the hazard insured against;
 - (3) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed; or
 - (4) A determination of the Insurance Commissioner that the continuation of the Policy would place **us** in violation of the Delaware Insurance laws; or

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.

When this Policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded pro rata.

When **we** cancel this Policy, **we** will refund the return premium with the notice of cancellation or within 10 days from the date of such notice. If **you** cancel this Policy, and **we** do not refund the return premium when **you** return this Policy to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.



Georgia



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. GEORGIA AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

In the TERMINATION Section, the subsection entitled By Us is deleted and replaced with the following:

By Us

We may cancel this **Policy** only for the reasons stated below by letting **You** know in writing of the date cancellation takes effect. This cancellation notice, together with our reasons for cancellation may be delivered to **You** or mailed to **You** at **Your** last known mailing address. A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service will be sufficient proof of notice.

- a. If this **Policy** has been in effect for less than 60 days, **We** may cancel for any reason by letting you know at least 10 days before the effective date of cancellation if cancellation is for nonpayment of premium and 30 days before the effective date of cancellation if the cancellation is for any other reason.
- b. If this **Policy** has been in effect for 60 days, **We** may cancel this **Policy** only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation in obtaining the **Policy**, continuing the **Policy** or in the presentation of a claim under the **Policy**;
 - (3) There has been a substantial change in the risk covered by the **Policy**;
 - (4) A violation by You of any of the material terms or conditions of the Policy; or
 - (5) A determination by the director of insurance or other governing regulatory official or body having jurisdiction over **You** that the continuation of the **Policy** would place **Us** in a violation of the insurance laws of the state or would jeopardize **Our** insolvency.

If **We** cancel the **Policy** for any reason set forth in paragraphs (1) - (5) above, **We** will mail or deliver to **You** written notice of cancellation, together with the reason for cancellation, at least 10 days before the effective date of cancellation if cancellation is for nonpayment of premium and 45 days before the effective date of cancellation if cancellation is for any of the other reasons listed in paragraphs (2) - (5) above.

If the **Policy** is canceled, **We** shall send **You** any premium refund due. Any refund due will be computed on a pro rata basis, unless cancellation results from **Your** failure to pay, when due, any premium to **Us** or any amount, when due under a **Premium Financing Agreement**, then the refund may be less than pro rata.



Idaho



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. IDAHO AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect. If delivered by United States mail, the 10-day notification period begins to run five days following the date of postmark.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 30 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the Policy; or
 - (2) If the risk has changed substantially since the Policy was issued. This can be done by letting **you** know at least 30 days before the date cancellation takes effect.
- d. When this Policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.

When this Policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded pro rata.

When **we** cancel this Policy, **we** will refund the return premium with the notice of cancellation or within 10 days from the date of such notice. If **you** cancel this Policy, and **we** do not refund the return premium when **you** return this Policy to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Illinois



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ILLINOIS AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this policy as provided in this condition. The cancellation notice, together with **our** reason for cancellation, will be mailed to **you** at **your** last mailing address known by **us**, and **we** will obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice.

Notification of cancellation will also be sent to **your** broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the Policy.

- a. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason.
- b. When this Policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel:
 - (1) For nonpayment of premium;
 - (2) If this Policy was obtained by misrepresentation or fraud; or
 - (3) For any act which measurably increases the risk originally accepted.
- c. If **we** cancel for nonpayment of premium **we** will let you know of **our** action at least 10 days before cancellation takes effect. If **we** cancel for a reason other than nonpayment of premium, **we** will let **you** know of **our** intention at least 30 days before cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

It is agreed that the **EXCLUSION** Section is amended to include the following:

Loss, damage, cost, or expense of whatsoever resulting from normal wear and tear.





ILLINOIS CONSUMER COMPLAINT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

QBE North America Insurance Group One QBE Way Sun Prairie, Wisconsin 53596 1-877-772-6771

Or

You may file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at:

Illinois Department of Insurance Chicago Office 115 South LaSalle Street, 13th Floor Chicago, Illinois 60603 Phone: 312-814-2420

And in Springfield at:

Illinois Department of Insurance Springfield Office 320 West Washington Street Springfield, Illinois 62767 Phone: 217-782-4515 Fax: 217-558-2083

Fax: 217-558-2083 Toll-Free: 866-445-5364 TDD: 866-323-5321

Email: DOI.Complaints@illinois.gov Website: https://idoi.illinois.gov/

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

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Indiana



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. INDIANA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that:

I. in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice will be mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) if there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the Policy; or
 - (2) if the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

When this Policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded pro rata.

When **we** cancel this Policy, **we** will refund the return premium with the notice of cancellation or within 10 days from the date of such notice. If **you** cancel this Policy, and **we** do not refund the return premium when **you** return this Policy to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

II. Your notice to our agent shall be deemed to be notice to us.

Kansas



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. KANSAS AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that: in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice will be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 30 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) if there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the Policy; or
 - (2) if the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded pro rata.

When **we** cancel this Policy, **we** will refund the return premium with the notice of cancellation or within 10 days from the date of such notice. If **you** cancel this Policy, and **we** do not refund the return premium when **you** return this Policy to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Kentucky



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. KENTUCKY AMENDATORY ENDORSEMENT

Named Insured:		
Policy Number:		
Endorsement Number:		
Effective Date of Endorsement:		
Name of Insurer:	QBE Insurance Corporation	

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

In the TERMINATION Section, the subsection entitled By Us is deleted and replaced with the following:

By Us

We may cancel this **Policy** as stated below by letting **You** know in writing of the date cancellation takes effect. This cancellation notice accompanied by a written explanation of the specific reason or reasons for cancellation may be delivered to **You**, or mailed to **You** at **Your** mailing address shown in the **Declarations Page**. Proof of mailing will be sufficient proof of notice.

- a. **We** may cancel this **Policy**, at any time, when **You** have not paid the premium by letting **You** know at least 14 days before the date cancellation takes effect.
- b. When this **Policy** has been in effect for 60 days or less, and is not a renewal with **Us**, **We** may cancel for any reason by letting **You** know at least 14 days before the date cancellation takes effect.
- c. When this **Policy** has been in effect for 60 days or more or at any time if it is a renewal with **Us**, **We** may cancel for one or more of the following reasons:
 - (1) Upon discovery of fraud or material misrepresentation made by You, or with Your knowledge in obtaining or continuing this **Policy**, or in presenting a claiming under this **Policy**;
 - (2) Upon the discovery of willful or reckless acts or omissions on **Your** part which increase any hazard insured against;
 - (3) Upon the occurrence of a change in the risk which substantially increase any hazard insured against after insurance coverage has been issued or renewed; or
 - (4) If **We** are unable to reinsure the risk covered by the **Policy**.

This can be done by letting **You** know at least 75 days before the date cancellation takes effect.

All other terms and conditions of this **Policy** remain unchanged.



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Louisiana



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. LOUISIANA AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. In the **EXCLUSIONS** Section, Paragraph 12.b) is deleted.
- 2. The GENERAL TERMS AND CONDITIONS Section is amended as follows:
 - A. The introductory paragraph beginning with "You must comply..." and ending with "of the claims payment." is deleted.
 - B. Paragraph 3. is amended by the addition of the following:

However, if any such untruth, misrepresentation, or incorrect statement is in relation to the procurement of the **Policy** or occurs subsequent to the issuance of the **Policy**, but if known to **Us** would have caused **Us** not to issue the **Policy**, coverage will only be denied if such untruth, misrepresentation, or incorrect statement was made with the intent to deceive.

C. Paragraph 4. is amended by the addition of the following:

However, if any of the conduct specified in subparagraphs a. - d. above is in relation to the procurement of the **Policy** or occurs subsequent to the issuance of the **Policy**, but if known to **Us** would have caused **Us** not to issue the **Policy**, coverage will only be denied if the conduct was committed with the intent to deceive.

- 3. In the **CLAIMS AND NOTIFICATION CONDITIONS** Section, the paragraph beginning with "You must comply..." and ending with "of the claims payment." is deleted.
- 4. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced by the following:

By **Us**

- 1. If **Your** premium payment check or other negotiable instrument is returned to **Us** because it is uncollectible for any reason, **We** may cancel this **Policy** subject to Paragraphs a. and b. below.
 - a. We may cancel the Policy effective from the date the premium payment was due, by sending You written notice by certified mail, or by delivering such notice to You within 10 days of the date that We receive notice of the returned check or negotiable instrument.

b. The cancellation notice will also advise **You** that the **Policy** will be reinstated effective from the date the premium payment was due if **You** present to **Us** a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

If **We** cancel based on this Paragraph 1., **We** will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in 1.b. above.

2. The following applies if Paragraph 1. above does not apply:

We may cancel this **Policy** for the reasons stated below by letting **You** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **You** or mailed to **You** at **Your** mailing address shown in the **Declaration Page**. Proof of mailing will be sufficient proof of notice.

- We may cancel this Policy when You have not paid the premium, regardless of the period of time this Policy has been in effect by letting You know at least 10 days before the date cancellation takes effect.
- b. When this **Policy** has been in effect for less than 60 days and is not a renewal with **Us**, **We** may cancel for any reason by letting **You** know at least 30 days before the date cancellation takes effect.
- c. When this **Policy** has been in effect for 60 days or more or at any time if it is a renewal with **Us**, **We** may cancel:
 - (1) If there has been a material misrepresentation of fact with the intent to deceive:
 - (a) In the procurement of the contract; or
 - (b) At any other time since the Policy was issued.

Which if known to Us would have caused Us not to issue the Policy; or

(2) If the risk has changed substantially since the **Policy** was issued.

This can be done by letting You know at least 30 days before the date cancellation takes effect.

If **We** cancel this **Policy** based on this Paragraph 2., and the return premium is not refunded with the notice of cancellation, **We** will refund it within 30 days after the date cancellation takes effect. The cancellation will be effective even if **We** have not made or offered a refund.

5. The following is added:

NONRENEWAL

This **Policy** is set to expire on the expiration date shown under the **Period of Insurance** in **Item 2**. of the **Declaration Page.** This **Policy** will not renew upon expiration. **We** will notify **You** of such nonrenewal by mailing to **You** at **Your** mailing address shown in the Declaration Page, written notice at least 30 days before the expiration date of this **Policy**. Proof of mailing will be sufficient proof of notice.

Massachusetts



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. MASSACHUSETTS AMENDATORY ENDORSEMENT

Named Insured:		
Policy Number:		
Endorsement Number:		
Effective Date of Endorsement:		
Name of Insurer:	QBE Insurance Corporation	

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. The **IMPORTANT INFORMATION** paragraph on Page 1 is deleted.
- 2. Exclusion 15 under the **EXCLUSIONS** Section is deleted and replaced with the following:
 - 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, flooding, freezing, earthquake, nor'easter, named storm, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, or sandstorm.
- 3. In the CLAIMS AND NOTIFICATION CONDITIONS Section, the IMPORTANT INFORMATION paragraph is deleted.
- 4. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this **Policy** for the reasons stated below by letting **You** know in writing at least 20 days before the effective date of cancellation. The cancellation notice will state the reason for cancellation and may be delivered or mailed to **You** by first-class mail, to the mailing address shown in the **Declaration Page** or your last address known to us. A United States Postal Service certificate of mailing showing your name that address will be sufficient proof of notice.

We may cancel for one or more of the following reasons:

- a. Nonpayment of premium; or
- b. If the **Policy** was obtained through material misrepresentation.

If **We** cancel, any premium refund due will be computed according to **Our** manuals. If the return premium is not refunded with the notice of cancellation, **We** will refund it within 30 days after the date of cancellation. The cancellation will be effective even if **We** have not made or offered a refund.

All other terms and conditions of this **Policy** remain unchanged.

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Maryland



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. MARYLAND AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

1. The **DEFINITIONS** Section is amended by the addition of the following:

First-Class Mail Tracking Method means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

First-Class Mail Tracking Method does not include a certificate of bulk mailing.

2. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this **Policy** only for the reasons stated below by letting **You** know in writing of the date cancellation takes effect. This cancellation notice shall be mailed to **You**, at **Your** last mailing address known to **Us**, by **First-Class Mail Tracking Method**. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, **We** may cancel at any time by letting **You** know in writing, including our reason for cancellation, at least 10 days before the date cancellation takes effect.
- b. When this **Policy** has been in effect for 45 days or less and is not a renewal with **Us**, **We** may cancel if the risk does not meet our underwriting standards, by letting you know at least 15 days before the date cancellation takes effect.
- c. When this **Policy** has been in effect for more than 45 days, or at any time if it is a renewal with **Us**, **We** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to **Us** would have caused **Us** not to issue the **Policy**; or
 - (2) If the risk has changed substantially since the Policy was issued.

This can be done by letting **You** know in writing, including **Our** reason for cancellation, at least 45 days before the date cancellation takes effect.

Michigan



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. MICHIGAN AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. The **IMPORTANT INFORMATION** paragraph on Page 1 is deleted.
- 2. In the **EXCLUSIONS** Section, Paragraph 8. is amended by the addition of the following:

Provided, however, that the criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting an insured of a criminal act that results in a **Total Loss**.

3. In the EXCLUSIONS Section, Paragraph 10. is amended by the addition of the following:

Provided, however, that the criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting an insured of a criminal act that results in a **Partial Loss** or **Total Loss**.

- 4. In the GENERAL TERMS AND CONDITIONS Section, Paragraph 1.is deleted.
- 5. In the **CLAIMS AND NOTIFICATION CONDITIONS** Section, the **IMPORTANT INFORMATION** paragraph is deleted.
- 6. In the **TERMINATION** Section, the subsection entitled By **You** is deleted and replaced by the following:

By You

You may cancel this **Policy** at any time by letting **Us** know of the date cancellation is to take effect.

7. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced by the following:

By Us

We may cancel this **Policy** by letting **You** know in writing of the date cancellation takes effect. This cancellation notice may be mailed to **You** at **Your** mailing address last known to us or **Our** authorized agent. Proof of mailing will be sufficient proof of notice.

- a. **We** may cancel this **Policy**, at any time, when **You** have not paid the premium by letting **You** know at least 10 days before the date cancellation takes effect.
- b. When this **Policy** has been in effect for less than 55 days and is not a renewal with **Us**, **We** may cancel for any reason by letting **You** know at least 20 days before the date cancellation takes effect.
- c. When this **Policy** has been in effect for 55 days or more or at any time if it is a renewal with **Us**, **We** may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to **Us** would have caused **Us** not to issue the **Policy**; or
 - (2) If the risk has changed substantially since the Policy was issued.

This can be done by letting You know at least 30 days before the date cancellation takes effect.

If the **Policy** is canceled, the minimum earned premium will not be less than the pro rata premium for the expired time or \$25, whichever is greater.



Minnesota



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. MINNESOTA AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the Policy is amended as follows:

- 1. In the **TERMINATION** Section, the subsection entitled By **You** is amended by the addition of the following:
 - If You cancel, any return premium will be refunded within 30 days after Our receipt of Your request for cancellation.
- 2. In the TERMINATION Section, the subsection entitled By Us is deleted and replaced by the following:

By Us

We may cancel this **Policy** as stated below by mailing or delivering written notice, with **Our** reason for cancellation, to **You** at **Your** mailing address or electronic address last known to Us. The cancellation notice may be delivered to **You** electronically. If **You** have chosen not to receive electronic correspondence, the cancellation notice will be delivered to **You**, or mailed to **You**. Proof of mailing or electronic communication will be sufficient proof of notice.

- a. If this **Policy** has been in effect for less than 60 days, and is not a renewal, **We** may cancel this **Policy** for any reason by giving **You** at least 20 days' notice before the cancellation takes effect.
- b. If this **Policy** has been in effect for 60 days or more, or at any time if it is a renewal, **We** may cancel this **Policy** for one or more of the following reasons:
 - (1) You have not paid the premium;
 - (2) Misrepresentation by **You** or with **Your** knowledge in obtaining the **Policy** or in pursuing a claim thereunder; or
 - (3) An act or omission by You which materially increases the risk originally accepted.

If the cancellation is for nonpayment of premium, We will give you at least 20 days' notice. If the cancellation is for any other reason, We will give you at least 45 days' notice.



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c. If **We** cancel this **Policy**, **We** will calculate any unearned premium as of the effective date of cancellation and pay any applicable pro rata refund to **You**. **We** will refund the return premium with the notice of cancellation or deliver or mail it to **You** so that **You** receive it no later than the effective date of cancellation.





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Missouri



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. MISSOURI AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. Paragraph 2. of the **CLAIMS AND NOTIFICATION CONDITIONS** Section is deleted and replaced with the following:
 - 2. 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**.

If **You** fail to provide notice to **Us** within such specified time, **We** shall not be entitled to deny coverage based solely upon late notice unless this failure to provide timely notice has prejudiced **Us**.

2. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this **Policy** only for the reasons stated below by letting **You** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **You** or mailed to **You** at **Your** mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When **You** have not paid the premium, **We** may cancel at any time by letting **You** know at least 10 days before the date cancellation takes effect.
- b. When this **Policy** has been in effect for less than 60 days and is not a renewal with **Us**, **We** may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.
- c. When this **Policy** has been in effect for 60 days or more, or at any time if it is a renewal with **Us**, **We** may cancel for the following reasons:
 - (1) Fraud or material misrepresentation affecting the **Policy** or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the **Policy**; or
 - (2) You have been convicted of a crime arising out of acts increasing the hazard insured against.

This can be done by letting **You** know at least 30 days before the date cancellation takes effect.

d. When this **Policy** is written for a period of more than one year, **We** may cancel for any reason at anniversary by letting **You** know at least 30 days before the date cancellation takes effect.

When this **Policy** is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this **Policy** is returned to **Us**, **We** will refund it within a reasonable time after the date cancellation takes effect.

3. The following is added:

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATION

- 1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act ("the Act"), if **We** are a member of the Missouri Property and Casualty Insurance Guaranty Association ("the Association"), the Association shall pay claims covered under the Act if **We** become insolvent.
- 2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - a. Claims covered by the Association shall not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the Insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
 - b. Payments made by the Association for covered claims shall include only that amount of each claim which is less than \$300,000.

However, the Association shall not:

- i. Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- ii. Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage **We** will provide under this **Policy**.

Nebraska



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NEBRASKA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice will be mailed to you at your mailing address last known to us by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 60 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (1) If the Policy was obtained through a material misrepresentation;
 - (2) If the risk originally accepted has substantially increased;
 - (3) If an insured has submitted a fraudulent claim;
 - (4) If an insured violates any of the terms or conditions of the Policy;
 - (5) Upon certification to the Director of Insurance of loss of reinsurance by **us** which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (6) Upon determination by the Director that the continuation of the Policy could place **us** in violation of the insurance laws of this State.

This can be done by letting **you** know at least 60 days before the date cancellation takes effect.



North Carolina



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NORTH CAROLINA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. The **IMPORTANT INFORMATION** paragraph on Page 1 is deleted.
- 2. In the **CLAIMS AND NOTIFICATION CONDITIONS** Section, the **IMPORTANT INFORMATION** paragraph is deleted.



Ohio



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OHIO AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. Paragraph 12.b) of the **EXLUSIONS** Section is deleted.
- 2. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this Policy, as stated below, by letting **You** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **You**, or mailed to **You** at **Your** mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. **We** may cancel at any time by letting **You** know at least 10 days before the date cancellation takes effect if **We** cancel because:
 - (1) You have not paid the premium;
 - (2) There has been a material misrepresentation of fact related to this insurance; or
 - (3) Evidence of arson exists.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **Us**, **We** may cancel for any reason by letting **You** know at least 30 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **Us**, **We** may cancel if the risk has changed substantially since the Policy was issued.

This can be done by letting You know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year, **We** may cancel for any reason at anniversary by letting **You** know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **Us**, **We** will refund it within a reasonable time after the date cancellation takes effect.



Oregon



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OREGON AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

1. The **IMPORTANT INFORMATION** section is deleted and replaced with the following:

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 such offer is unreasonable.

2. In the TERMINATION Section, the subsection entitled By Us is deleted and replaced with the following:

By Us

We may cancel this **Policy** as stated below by letting **You** in writing of the date cancellation takes effect. This cancellation notice may be delivered or mailed to **You** at **Your** mailing address shown in the **Declaration Page**. Proof of mailing will be sufficient proof of notice.

- a. When this Policy has been in effect for less than 60 days and is not a renewal with Us, We may cancel for any reason by letting You know at least:
 - (1) 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **We** cancel for any other reason.
- b. When this **Policy** has been in effect for 60 days or more or at any time if it is a renewal with **Us**, **We** may cancel for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) If there has been a material misrepresentation of fact, which if know to **Us**, would have caused **Us** not to issue the **Policy**; or
 - (3) If the risk has changed substantially since the **Policy** was issued.

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This can be done by letting You know at least 30 days before the date cancellation takes effect.

c. When this **Policy** is written for a period of more than one year, **We** may cancel for any reason at anniversary of its original date by letting **You** know at least 30 days before the date cancellation takes effect.



Pennsylvania



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PENNSYLVANIA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that:

I. In the **TERMINATION** Section, the subsection entitled By **You** is deleted and replaced with the following:

By You

If **You** terminate the **Policy**, provided no claims are known or reported, **You** will be entitled to a pro rata refund of **Premium** for the period from the termination date to the original end of the **Period of Insurance**.

Once this **Policy** is terminated, there will be no coverage available under the Policy for any **Total Loss** or **Partial Loss** to **Your Vehicle** that occurs on or after the termination date.

II. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

If this Policy has been in effect for fewer than 60 days, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least 30 days before the effective date of cancellation.

If this Policy has been in effect for 60 days or more, **we** may cancel this policy only for one or more of the following reasons:

- a. **You** have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. **You** have failed to pay a premium when due, whether the premium is payable directly to **us** or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This Policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by **us**.

We will mail or deliver our notice to **your** last mailing address known to **us**. Notice of cancellation will state the specific reasons for cancellation and the effective date of cancellation. The policy period will end on that date.

If this Policy is cancelled, **we** will send **you** any premium refund due. If **we** cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If **you** cancel, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if **we** have not made or offered a refund.

If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



South Carolina



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SOUTH CAROLINA AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- I. The IMPORTANT INFORMATION paragraph on Page 1 is deleted.
- II. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this **Policy** as stated below by written notification to **You** and **Your** insurance agent, if any of the date cancellation takes effect and the precise reason for cancellation. This cancellation notice may be delivered or mailed to **You** at **Your** mailing address shown in the **Declaration Page** or the last known address. Proof of mailing will be sufficient proof of notice.

- a. When this **Policy** has been in effect for less than 120 days and is not a renewal with **Us**, **We** may cancel for any reason by letting **You** and your agent know at least:
 - (1) 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **We** cancel for any other reason.
- b. When this **Policy** has been in effect for 120 days or more or at any time if it is a renewal with **Us**, **We** may cancel for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misrepresentation of fact, which if know to **Us**, would have caused **Us** not to issue the **Policy**;
 - (3) Substantial change in the risk assumed, except to the extent that **We** should reasonably have foreseen the change or contemplated the risk in writing the **Policy**;
 - (4) Substantial breach of a contractual duty, condition or warranty; or

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(5) Loss of **Our** reinsurance covering all or a significant portion of the particular **Policy** insured, or where continuation of the **Policy** would imperil **Our** solvency or place **Us** in violation of the insurance laws of this state. Cancellation for these reasons is subject to approval by the Insurance Commissioner.

This can be done by letting You and your agent know at least 30 days before the date cancellation takes effect.

III. In the CLAIMS AND NOTIFICATION CONDITIONS Section, the IMPORTANT INFORMATION paragraph is deleted.



Texas



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. TEXAS AMENDATORY ENDORSEMENT

Named Insured:	
Policy Number:	
Endorsement Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that the **Policy** is amended as follows:

- 1. In the **ELIGIBILITY** section, the word "cover" in the introductory sentence is replaced with "coverage".
- 2. The Optional Additional Benefit paragraph is deleted and replaced with the following:

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 applied by **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**.

- 3. The **IMPORTANT INFORMATION** paragraph on Page 1 is deleted.
- 4. In definition 20. Start Date under the DEFINITIONS section, the word "cover" is replaced with "coverage".
- Definition 21. Territory under the DEFINITIONS section is deleted and replaced by the following:
 Territory means a state, territory, or possession of the United States; the District of Columbia and Canada.
- 6. The **DEFINITIONS** Section is amended by the addition of the following:

Business Day means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

- 7. Paragraph 2.3 under **EXCLUSIONS** is deleted and replaced with the following:
 - arising directly or indirectly, in whole or in part, due to any act or omission which is actually or alleged to be a violation of any criminal law, statute, regulation, or similar legal provision by **You** or by the driver of the **Vehicle**.
- 8. In the CLAIMS AND NOTIFICATION CONDITIONS section, the IMPORTANT INFORMATION paragraph is deleted.
- 9. Paragraph 1 under the CLAIMS AND NOTIFICATION CONDITIONS section is deleted.
- 10. Paragraph 4 under the **CLAIMS AND NOTIFICATION CONDITIONS** section is deleted.
- 11. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced by the following:

By **Us**

We may cancel this **Policy** as stated below by mailing **You** notice in writing of the date cancellation takes effect. This cancellation notice may be delivered to **You** or mailed to **You** at **Your** mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. We may cancel this **Policy** at any time if **We** cancel because:
 - (1) **You** do not pay the premium or any portion of the premium when due;
 - (2) The Texas Department of Insurance determines that continuation of the **Policy** would violate the Texas Insurance Code or any other laws governing the business of insurance in this state;
 - (3) You submit a fraudulent claim; or
 - (4) There is an increase in the hazard covered by this **Policy** that is within **Your** control and that would produce an increase in the premium rate of this **Policy**.

The effective date of cancellation cannot be before the 10th day after **We** mail the notice. **Our** notice of cancellation will state the reason for cancellation.

- b. If **We** cancel this **Policy**, **We** will refund the appropriate portion of any unearned premium to **You** no later than the 15th **Business Day** after the effective date of cancellation.
- c. We may not cancel this Policy solely because you are an elected official.



TEXAS - IMPORTANT NOTICE NOTICE OF TOLL FREE NUMBERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent or insurance company.

You may call **QBE Insurance North America's** toll-free telephone number for information or to make a complaint at:

1-(800) 206-1319

You may also write to **QBE Insurance North America** at:

QBE Insurance North America

One QBE Way

Sun Prairie, WI 53596-0001

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

Consumer Protection, MC: CO-CP

P. O. Box 12030

Austin, TX 78711-2030

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent, QBE Insurance North America, first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su.

Usted puede llamar al numero de telefono gratis de QBE Insurance North America's para informacion o para someter una queja al:

1-(800) 206-1319

Usted tambien puede escribir a QBE Insurance North America at:

QBE Insurance North America

One QBE Way

Sun Prairie, WI 53596-0001

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection, MC: CO-CP

P. O. Box 12030

Austin, TX 78711-2030

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el, QBE Insurance North America, primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Utah



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. UTAH AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this Policy as stated below by letting **you** know in writing of the date cancellation takes effect. The cancellation notice may be delivered to **you** or mailed through first class mail to your last address known to **us**. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time, with the reason for cancellation, by letting you know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel if:
 - (1) There has been a material misrepresentation;
 - (2) The risk has changed substantially since the Policy was issued, unless **we** could have reasonably foreseen the change or contemplated the risk in writing the Policy; or
 - (3) There has been a substantial breach of a contractual duty, condition or warranty.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year or for an indefinite term, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Virginia



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. VIRGINIA AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that in the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By **Us**

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to you or mailed to you at your mailing address shown in the Declarations.

We will mail the cancellation notice to you in accordance with Virginia Law. **We** will retain a copy of the notice. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 90 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 90 days or more, or at any time if it is a renewal with **us**, **we** may cancel for one or more of the following reasons:
 - Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur; or
 - (2) Discovery of fraud or material misrepresentation.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Wisconsin



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WISCONSIN AMENDATORY ENDORSEMENT

Named Insured:	<>
Policy Number:	<>>
Endorsement Number:	<if #="" applicable,="" chronological="" endorsement="" insert="" of="" policy="" within=""></if>
Effective Date of Endorsement:	<>>
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

VEHICLE REPLACEMENT INSURANCE

It is agreed that:

I. In the **TERMINATION** Section, the subsection entitled By **Us** is deleted and replaced with the following:

By Us

We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to **you** or mailed to **you** at **your** mailing address shown in the Declarations.

We will mail the cancellation notice to **you** in accordance with Virginia Law. **We** will retain a copy of the notice. Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for less than 90 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
- c. When this Policy has been in effect for 90 days or more, or at any time if it is a renewal with **us**, **we** may cancel for one or more of the following reasons:
 - (1) Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
 - (2) Discovery of fraud or material misrepresentation.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

II. The **GENERAL TERMS AND CONDITIONS** Section is amended to add the following:

Conformity to Statute or Rule

Any provision of this Policy that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

Failure to Comply with a Condition

No failure to comply with a policy condition before the loss and no breach of a promissory warranty affects **our** obligations under this Policy unless such failure or breach exists at the time of loss and either:

- 1. increases the risk at the time of loss; or
- 2. contributes to the loss.

This does not apply to failure to tender payment of premium.

