



# Buyer Protection Extended Warranty

## CERTIFICATE OF COVERAGE

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Your credit union is pleased to make available Buyer Protection and Extended Warranty coverage provided by CUMIS General Insurance Company for your covered account. Buyer Protection and Extended Warranty are in effect for any purchases that you make worldwide which have been paid for in part or in full using your covered account.

Please retain this Certificate of Coverage in a secure place because it describes the coverage provided by this Program and the procedures you will be required to follow to obtain its full benefits.

**1. BUYER PROTECTION** - The Buyer Protection feature covers most retail items of personal property purchased worldwide (including gifts) against direct physical loss resulting from theft, damage or destruction when purchased using a covered account provided such theft, damage or destruction occurs within 120 days from date of purchase.

**a. Limits** – Coverage applies to the first 120 calendar days after purchase of the product anywhere in the world up to a maximum claim amount of \$60,000 per covered account, per lifetime. This Buyer Protection coverage pays in excess of all other applicable insurance, warranties or indemnity policies, subject to the limits of liability.

If the total price of the purchase was not paid for in full using the covered account, any loss shall be settled in the proportion that the account payment bears to the total purchase price.

**2. EXTENDED WARRANTY** – Extended Warranty doubles the repair period on a manufacturer's authorized Canadian warranty up to two extra years for purchases made worldwide. It covers products with a manufacturer's authorized Canadian warranty of five years or less. For example, if you purchase a product using your covered account which has a 90-day warranty repair period, it would be extended to 180 days. If you purchase a product which has a five-year warranty repair period, an additional two-year warranty coverage (for a total of seven years) will be provided to you. There is no coverage if the warranty period exceeds five years.

If a product failure occurs under the terms of the manufacturer's warranty during the Extended Warranty period, the Program will repair or replace the defective product in accordance with the manufacturer's warranty. All replacements will be made with products of equal value.

**a. Limits** - Each warranted purchase is protected up to a maximum claim limit of \$60,000, but no account is entitled to receive lifetime aggregate claim payments in excess of \$60,000. The Program pays in excess of all other applicable insurance, warranties or indemnity policies, subject to the limits of liability.

**3. PROPERTY EXCLUDED** – There is no coverage for:

- any purchase used or intended for commercial purpose including stock for resale. This exclusion does not apply to a purchase used for or intended to be used for a home-based business
- golf or tennis balls, rackets or sticks, and any other sporting items lost or damaged through the normal course of use; food, perishables or provisions
- money, non-negotiable security, traveller's cheques, bullion, stamps, tickets, tokens, evidence of title or any negotiable item
- a live plant or animal of any kind
- the performance or the rendering of labour, maintenance or installation of products, goods or property
- jewellery, gems, watches, furs, garments trimmed with fur, art, antiques, coins, fine art, other numismatics or computer equipment contained in baggage, unless carried by hand and under the personal supervision of the Account Holder or a travelling companion of the Account Holder
- automobiles, watercraft, aircraft or any other motorized vehicles (except lawnmowers, gardening equipment, snowblowers and wheelchairs), trailers of any kind, outboard motors, parts for any of the previously mentioned items, land, buildings, building improvement materials or display property
- data

**4. PERILS EXCLUDED** – There is no coverage for loss or damage resulting from:

- atmospheric damage including settling, expansion, contraction, bulging, buckling or cracking, dampness or dryness of atmosphere, changes of temperature, freezing, heating, evaporation, loss of weight, leakage of contents, exposure to light, contamination, rust, corrosion or change in colour, texture or finish, unless directly caused by a peril not otherwise excluded
- civil ruling including judgement or order of a court, tribunal, commission, governmental agency or other civil authority, including seizure or destruction under such judgement or order
- mysterious disappearance (which is the disappearance of a purchase in an unexplained manner where there is an absence of evidence of a wrongful act by any person in relation to such disappearance), dishonest, fraudulent, criminal or intentional act of the Account Holder or of a temporary, or permanent part-time resident of the Account Holder's household
- earthquake including eruption, explosion or effusion of a volcano, landslide, mud flow, and earth rising, shifting or sinking

- flood including but not limited to surface water, tidal waves, waves and the rising of, the breaking out, or the overflow of any body of water
- fungi and spores
- indirect loss (consequential remote or secondary events), including delay, loss of market, loss of use, loss of income, punitive or exemplary damages, defence costs, third-party property damage or bodily injury
- nuclear reaction, radiation or radioactive contamination
- pollution
- terrorism
- theft from a vehicle (unless the theft is from a locked vehicle with visible signs of forced entry and reported to the police immediately after discovery)
- voluntary parting with title or possession of the purchase by the Account Holder or anyone acting on behalf of the Account Holder even if persuaded by any fraudulent scheme, trick, device or false pretence
- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- wear and tear, marring, scratching, gradual deterioration, depreciation, latent defect, inherent vice

## 5. CLAIMS PROCEDURES

### a. General

To make a claim under the Buyer Protection program, report the loss to:

**Risk Solutions Group – Claims Department**  
**CUMIS General Insurance Company**  
**P. O. Box 5065, 151 North Service Road,**  
**Burlington, ON L7R 4C2**  
**1.800.263.9120 ext. 605800**

between the hours of 8:30 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday, except holidays

- You must notify CUMIS of the theft, damage, destruction or product defect immediately but not more than 90 days from the date of loss. Failure to notify CUMIS within 90 days from the date of loss may result in the delay of processing or denial of your claim.
- CUMIS will send you a Claim Form (via regular or electronic mail) within five (5) business days of receiving notice of your loss.
- Alternatively you may download a claim form from our website. You must complete and return the claim form with the requested documentation. The Claim Form must be submitted to CUMIS no later than 90 days from the date of loss.

Go to: [www.cumis.com](http://www.cumis.com)

From the menu at the top, click on ...

... Claims

... Credit Unions

... Buyer Protection Coverage Claim Forms

### b. Buyer Protection Claims Procedures

- No payment will be made on any claim which has not been completely substantiated in the manner required by CUMIS within twelve (12) months from the date of loss.
- Upon request from CUMIS, you may be required to send, at your expense, any damaged item for which you are making a claim, to an address designated by CUMIS. Valid claims will be satisfied by either paying for the cost to repair, the original purchase price or the cost to replace, whichever is the most cost effective.
- Where a covered loss consists of articles in a pair or set, CUMIS will reimburse the total price paid for the pair or set provided that the purchase is unusable individually and cannot be replaced individually.
- When a claim is paid, CUMIS shall be entitled to all the rights and causes of action of the Account Holder against any person or entity to the extent of any payment made by CUMIS. Any purchase replaced shall become the property of CUMIS.

### c. Extended Warranty Claims Procedures

- CUMIS will assist you in locating a repair facility. Usually this will entail utilizing the Manufacturer's Authorized Service Centre as indicated in the warranty. Request that the Service Centre (or their service technician) verify the cause of the breakdown and the cost of repairs or replacement, whichever is more cost effective.
- If there is no repair facility in your area for the purchase, CUMIS will provide you with additional instructions regarding the repair or replacement of the purchase.
- Prior to proceeding with any repairs, you must notify and obtain approval of the repairs and repair facility from CUMIS. Failure to notify CUMIS prior to having repairs done may result in a denial of your claim.
- Diagnostic and disassembly costs will be the responsibility of the Account Holder if the failure of the purchase is not covered under the terms of the original manufacturer's warranty.

*This certificate highlights only some of the main coverage features. This certificate is not a contract. No coverage is provided by this certificate nor does it replace any provisions of the policy. Please read the actual policy for coverage, terms, conditions and exclusions. Full details of coverage and a copy of the Group Policy are available from your credit union or CUMIS General Insurance Company.*

*Buyer Protection and Extended Warranty is underwritten by and is provided to credit union members through CUMIS General Insurance Company.*



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