

# BUYER PROTECTION AND EXTENDED WARRANTY CERTIFICATE OF COVERAGE



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 as long as the entire purchase price is paid at the time of purchase with a single transaction using your covered account.

This Certificate of Coverage is intended to highlight the main features of the insurance coverage. Full details of coverage and a copy of the Group Policy are available from your credit union or CUMIS General Insurance Company. The provisions of the full Group Policy prevail if there is any conflict between the wording of the full Group Policy and this Certificate. The Group Policy may be cancelled by your credit union or CUMIS General Insurance Company on thirty days written notice. This Certificate of Coverage 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 90-Day Buyer Protection feature covers most retail items of personal property (including gifts), against direct physical loss resulting from theft, damage or destruction, when purchased using a covered account.

**a. Limits** - Buyer Protection coverage applies to the first 90 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.

**b. Claims Procedures** - To file a claim under Buyer Protection, simply report the loss to the CUMIS General Insurance Company Claims Department at **1-877-564-2847 extension 6895**. You must notify the Claims Department of the loss within 45 days from the date of loss. Failure to notify the Claims Department within 45 days from the date of loss may result in the denial of your claim.

The Claims Department will receive your claim over the telephone and will, within five (5) days, mail a Proof of Loss Report to you. You must complete and return the Proof of Loss Report along with the requested documentation which should include, but is not limited to, a copy of your covered account Transaction Record. The Proof of Loss Report must be returned as soon as possible, but no later than 90 days from the date of loss, to the Claims Department.

Once your Proof of Loss is received, a claim file will be opened and will remain open for 12 months from the date of purchase of each covered purchase. No payment will be made on any claim which is not completely substantiated in the manner required by the Claims Department within twelve (12) months from the date of purchase.

Upon request from the Claims Department you may be required to send, at your expense, any damaged item for which you are making a claim, to an address designated by the Claims Department. Valid claims will be satisfied either by replacing the lost or damaged item, or by a cash payment in an amount not to exceed the amount of the total purchase price.

Where a covered loss consists of articles in a pair or set, the Buyer Protection will not pay more than the value of any particular part or parts which may be lost or damaged unless the articles are unusable individually and cannot be replaced individually.

When a claim is paid, upon request from the Claims Department, the claimant shall transfer the legal right to recover damages from the party responsible for the loss or damage to any party designated by the Claims Department.

Failure to promptly notify the Claims Department of a loss, to promptly and fully complete and submit the Proof of Loss Report, and to follow all the claims procedures and instructions may result in the denial of a claim.

**c. Exclusions** - New purchases that are not insured by this coverage include travellers cheques, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, living animals, living plants, consumable items, or items intended for commercial use. (However, the exclusion for items intended for commercial use does not apply to equipment used in or intended for a home based business.)

There is no coverage for automobiles, watercraft, aircraft or any other motorized vehicles (except lawnmowers, gardening equipment, snow blowers and wheelchairs), trailers of any kind, outboard motors, parts for any of the previously mentioned items, land, buildings, building improvement materials and display property. Theft from an automobile is excluded unless the theft is from a locked automobile with visible marks of forced entry and reported to the policy immediately. There is no coverage for loss or damage caused by fraud, by abuse, by war or hostilities of any kind, by confiscation, by order of any government, public authority, or customs official, from an illegal activity or act, by normal wear and tear, through the normal course of play (ie., golf or tennis balls and other sporting items), by radioactive contaminants, by flood, by earthquake, by atmospheric damage, by mysterious disappearance, by voluntary parting with title or possession, or by inherent product defect. Loss of jewellery from baggage, unless carried by hand and under the personal supervision of the Account Holder or Account Holder's travelling companion, is not covered. Consequential loss, including bodily injury, third party property damage and punitive damages are not covered, nor are resulting legal fees and legal costs.

**2. EXTENDED WARRANTY** - Extended Warranty doubles the repair period on a manufacturer's authorized Canadian warranty up to an extra year for virtually all purchases made worldwide. It covers products with a manufacturer's authorized Canadian warranty of five years or less. For example, if you purchase, using your covered account, a product 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 one-year warranty coverage (for a total of six years) would be provided to you. There is no coverage if the warranty period exceeds five years. If any product failure occurs which falls under the terms of the manufacturer's warranty during the Extended Warranty period, the Program will repair or replace the defective produce in accordance with the manufacturer's warranty. All replacements will be made with products of equal or better value.

**a. Limits** - Each warranted purchase is protected up to a maximum claim limit of \$60,000, but no account is entitled to receive the 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.

**b. Claims Procedures** - In the event the item under warranty fails, you must immediately report the product defect to the CUMIS General Insurance Company Claims Department at **1-877-564-2847 extension 6895**.

The Claims Department will receive your claim over the phone and will, within five (5) days, mail a Proof of Loss Report to you to be completed by you and the repair facility. You must return the completed Proof of Loss Report, with a copy of the store receipt, the manufacturer's authorized Canadian warranty for the item for which you are filing the claim, and a copy of your covered account Transaction Record used to purchase the covered item.

The Claims Department will assist you in locating a repair facility. Take the product to the designated repair facility, advise them to call **1-877-564-2847 extension 6895** for authorization before any repairs are undertaken and your product will be repaired or replaced at no cost to you.

In certain instances, the Claims Department will authorize repairs with you over the phone. However, you will have to pay for the repairs, follow the claims process and have the claim approved; otherwise, you will be solely responsible for the cost of repairs.

In the event there is no repair facility for the product in your area, the Claims Department will provide you with additional instructions regarding the repair or replacement of your product.

Prior to proceeding with any repairs, you must notify and obtain approval of the repairs and repair facility from the Claims Department. Unless otherwise noted, the date of loss shall be the first date of notification. Failure to notify the Claims Department prior to having repairs done may result in a denial of your claim.

Diagnostic and teardown costs will be the responsibility of the Account Holder in the event the product failure is not covered under the terms of the original manufacturer's warranty.

**c. Exclusions** - There is no coverage for automobiles, watercraft, aircraft, or any other motorized vehicles (except lawnmowers, gardening equipment, snow blowers or wheelchairs), trailers or outboard motors. Also, the policy does not cover parts and/or labour for mechanical breakdown or failure of an excluded item as previously described; or any other obligation other than those specifically covered under the terms of the original manufacturer's authorized Canadian warranty. Consequential losses, including bodily injury, third party property damage or punitive damages are also not covered. There is no coverage for items intended for commercial use. (However, the exclusion for items intended for commercial use does not apply to equipment used in or intended for use in a home based business.)

Buyer Protection and Extended Warranty are underwritten by CUMIS General Insurance Company and are provided to credit union members through Credit Union Insurance Services.

#### **CLAIMS DEPARTMENT:**

CUMISBUYER PROTECTION PROGRAM  
ATTENTION: Risk Solutions Group-Claims Department  
P.O. Box 5065, 151 North Service Road  
BURLINGTON, ON L7R 4C2