

## BUYER PROTECTION, EXTENDED WARRANTY and PRICE PROTECTION CERTIFICATE OF COVERAGE

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

Please retain this Certificate of Coverage in a secure place. It summarizes 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 many 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.

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 many 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 any 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 or better value.

Limits - Each warranted purchase is protected up to a maximum claim limit of \$60,000, subject to up to a maximum claim amount of \$60,000 per covered account, per lifetime. The Program pays in excess of all other applicable insurance, warranties, or indemnity policies, subject to the limits of liability.

3. **PRICE PROTECTION** - Price Protection feature covers many retail items of personal property purchased in Canada (including gifts) against a lower Canadian written advertised price. The coverage will reimburse the price difference on a purchase for a lower written advertised price found within 60 days of the date of purchase. The advertised lower written price must be for the specific item purchased, and the advertised item must be the same brand, model and size.

Limits - The limit for any reimbursement for a price difference is up to a maximum amount of \$1,000 per covered purchase, subject to a maximum payment of \$1,000 any one policy year. The Program pays in excess of all other store refunds or other refunds you have received or are eligible to receive.

4. **PROPERTY EXCLUDED (Buyer Protection and Extended Warranty)** - 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, drones 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

5. **PERILS EXCLUDED (Buyer Protection and Extended Warranty)** - 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 (whether naturally occurring or resulting from manmade causes) including eruption, explosion or effusion of a volcano, landslide, snow slide, mud flow, and earth rising, shifting or sinking
- flood including but not limited to surface water, tidal waves, tsunami 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 pretense
- 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

## 6. PERILS AND PROPERTY EXCLUDED (Price Protection)

There is no coverage for any price difference resulting from:

- 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
- combined offers (for example, buy two, get one free), liquidated merchandise, grey market items, or refurbished, pre-owned, demo-models or open box sales

There is no coverage for:

- any PURCHASE used or intended for a 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
- computer hardware (including but not limited to computers, scanners and printers), and computer software
- food, perishables or provisions, or other items consumed in use.
- money, securities, travellers' cheques, bullion, stamps, tickets, tokens, evidence of title or any negotiable item
- land, buildings, or any other real property
- the performance or rendering of labour, maintenance or installation of products, goods or property
- tickets of any kind, including airline tickets, tour packages, hotel accommodations, and car rentals
- collectibles, art, one-of-a-kind items, antiques, plants, and animals.
- automobiles, watercraft, aircraft, all other motorized vehicles (except lawnmowers and gardening equipment, snow blowers or wheelchairs), trailers, outboard motors, any parts for any of the previously mentioned items, tires of any kind, and fuel

## 7. CLAIMS PROCEDURES

a. General - To make a claim under this 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 extension 228800  
*Between the hours of 8:30 a.m. and 5:00 p.m. EST  
 Monday through Friday, except holidays*

Or email: [riskolutionsgroup@cumis.com](mailto:riskolutionsgroup@cumis.com)

You must notify CUMIS of the theft, damage, destruction, product defect, or price difference immediately but not more than 90 days from the date of loss or purchase. Failure to notify CUMIS within 90 days from the date of loss or purchase may result in the delay of processing or denial of your claim.

CUMIS will contact you (via regular or electronic mail) within five (5) business days of receiving notice of your loss. If required, a claim form will be sent to you for completion.

### 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.

CUMIS will contact you (via regular or electronic mail) within five (5) business days of receiving notice of your loss. If required, a claim form will be sent to you for completion.

### d. Price 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 purchase.
- You will be required to provide a copy of the purchase receipt and a copy of the written advertised price, with date, valid for purchase in Canada.

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