

## Baggage Delay

### Terms and Conditions

Throughout this document, **You** and **Your** refer to the person who purchased the **Program**. **We, Us,** and **Our** refer to the **Program** provider. In addition, when in bold certain words and phrases are defined as follows:

**Administrator** means cynoSure Financial, Inc. **You** may contact the **Administrator** if **You** have questions regarding this benefit or would like to submit a request for a benefit reimbursement. The **Administrator** can be reached by phone at 1-800-711-4280, email at [reimbursements@cynosurefinancial.com](mailto:reimbursements@cynosurefinancial.com), or mail at P.O. Box 7690, St. Clair Shores, MI 48080.

**Baggage** means a piece of baggage that is checked in with a **Common Carrier**, and a claim check has been issued to **You** by the **Common Carrier**, while traveling on a **Common Carrier**.

**Terms & Conditions (T&Cs)** means this document. They describe the terms, conditions, and limitations of this benefit. The **T&Cs** are the entire benefit description. Representations or promises made by anyone that are not contained in these **T&Cs** are not a part of **Your** benefit.

**Common Carrier** means an air, land, or water motorized transportation carrier operating under a regularly published schedule and current license as required by law for the conveyance of passengers. **Common Carrier** does not include helicopters, taxis, rental cars, hired cars, and private and contract carriers.

**Benefit Period** means the period starting on the **Membership Effective Date**. This benefit will continue for as long as **You** are a member in good standing. (Good standing is defined by the terms and conditions for the **Program**. This benefit will stop on the date **You** or the **Program** provider cancels **Your** membership in this **Program**).

**Membership Effective Date** means the date **You** enroll as a member in this **Program**.

**Destination** means the place where **You** expect to travel to on the **Trip** as indicated on the **Common Carrier** ticket.

**Return Destination** means the place to which **You** expect to return from the **Trip** as indicated on the **Common Carrier** ticket.

**Trip** means a scheduled period of round-trip travel away from **Your** primary residence using a **Common Carrier**.

**Program** means [insert program name] provided by [insert provider name].

## **BENEFIT AGREEMENT**

If during the **Benefit Period**, **You** are traveling by **Common Carrier** while on the **Trip**, and **Your Baggage** does not arrive at the **Destination** for more than twelve (12) hours after the arrival, **We** will reimburse **You** for the actual cost of replacing any personal articles (e.g. clothing, hygiene and/or grooming products) or business effects (e.g. uniforms or general office supplies) contained in the **Baggage**.

This benefit does not apply when traveling to **Your Return Destination**.

This benefit is excess of and secondary to any other available benefit provided by a **Common Carrier**, and all other valid and collectible insurance indemnity that is available to **You**, and shall apply only when such other benefits are exhausted.

## **LIMITS:**

Benefits herein are limited to the following:

- Up to \$250 in total for any one **Trip**;
- Up to \$250 in total per twelve (12) month membership period.

## **ELIGIBILITY REQUIREMENTS:**

In order to be eligible for this benefit, **You** must:

- Have enrolled for membership in the **Program** and paid the appropriate membership fee; and
- Completed the **Trip** during the period of **Your** membership.

## **INELIGIBLE ITEMS:**

No benefits will be provided for any delay of or loss to any of the following:

1. Animals, pets, plants, shrubs;
2. Automobiles and automobile equipment; Boats or other vehicles or conveyances; Aircraft; Motorcycles;
3. Trailers;
4. Motors;
5. Bicycles (except when checked as baggage with a **Common Carrier**);
6. Household effects and furnishings;
7. Cameras; radios; CD or DVD players; mobile phones, Personal Digital Assistants (PDAs), including, but not limited to, smart phones, iPhones, iPads, tablets, BlackBerry, etc.)
8. Antique items, art objects and collector's items of any kind;
9. Eye glasses, sunglasses or contact lenses; Artificial teeth and dental bridges; Hearing aids; Prosthetic limbs;
10. Keys; coins, currency or its equivalent; bullion or rare or precious metals; traveller's checks, passports, visas; stamps; securities and documents of any kind;
11. Tickets of any kind, including, but not limited to, airlines, sporting events, concerts or lottery tickets;
12. Credit cards;
13. Personal computers, printers or any computer related equipment;

14. All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film);
15. Sporting equipment if loss or damage results from the use thereof.

Any loss caused by or resulting from the following is excluded:

1. Property shipped as freight or shipped prior to or after the **Covered Trip**.
2. Loss of market, or indirect or consequential losses or damages of any kind.
3. Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot or civil commotion); confiscation, expropriation or detention by any government, public authority or customs official; illegal activity or acts.

#### **HOW TO FILE A REIMBURSEMENT REQUEST:**

On becoming aware of a potential loss for delayed baggage, **You** should give immediate notice to the **Common Carrier** who is, or may be liable for, the lost/damaged baggage.

**You** can initiate a request for reimbursement under this benefit by calling the administrator at 1-800-711-4280 within thirty (30) days after a **Baggage Delay** first begins. **You** will be sent a reimbursement request form.

The following required items must be sent to the **Administrator** at P.O. Box 7690, St. Clair Shores, MI 48080 or [reimbursements@cynosurefinancial.com](mailto:reimbursements@cynosurefinancial.com) and be postmarked within ninety (90) days of the baggage delay, or the request may be ineligible:

1. The fully completed and signed reimbursement request form.
2. A Copy of the delayed baggage report, or property irregularity report, that was submitted to the **Common Carrier** prior to leaving the terminal premises.
3. The result of any settlement to **You** by the **Common Carrier**.
4. Details of the **Your** travel insurer and any settlement made by them to **You** (if applicable).
5. Itemized replacement receipts detailing the items **You** are seeking reimbursement for.
6. Any other documentation that may be reasonably requested by the **Administrator** to validate a request for reimbursement.

**PAYMENT OF BENEFITS:** Benefits payable under these **Terms & Conditions** for any loss will be paid upon receipt of acceptable proof of such loss and all required information necessary to support the member's request. All benefits will be paid to the member directly or, in the case of **Your** death, to **Your** estate.

**CONCEALMENT OR MISREPRESENTATION:** **Your** benefit will be void if, whether before or after a loss, **You** have concealed or misrepresented any material fact or circumstances concerning this benefit or the subject thereof, or if **You** commit fraud or swear falsely in connection with any of the foregoing.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover under these **Terms & Conditions** prior to expiration of sixty (60) days after proof of loss has been submitted in accordance with the requirements of these **Terms & Conditions**.