

## Hotel Overbooking Terms and Conditions

### A. DEFINITIONS

Throughout this document, “**You**” and “**Your**” refer to the person who is a member in good standing in the **Program** as defined by the terms and conditions. Membership must not have expired or been canceled by **You** or the **Program** provider. **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 reimbursement request. The **Administrator** can be reached by phone at 1-800-711-4280, email to [reimbursements@cynosurefinancial.com](mailto:reimbursements@cynosurefinancial.com), or mail at P.O. Box 7690, St. Clair Shores, MI 48080.

**Benefit Period** means the period starting on the **Membership Effective Date**. Benefits 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**. Benefits will stop on the date **You** or the **Program** cancel **Your** membership in the **Program**.

**T&Cs** means this document. It describes the terms, conditions, and limitations. The **T&C** is the entire benefit description. Representations or promises made by anyone that are not contained in this **EOC** are not a part of **Your** benefit.

**Hotel Overbooking** means when a hotel accepts more reservations than it has rooms available. The room **You** originally reserved was available on a specific date for an agreed upon rate when a reservation is made that can be confirmed with a reservation number; and then, at the time of check-in, there are no rooms available at that hotel.

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

**Program** means the [insert Program Name] provided by [insert provider name].

### B. BENEFIT AGREEMENT

If during the **Benefit Period**, **You** are unable to stay at the hotel **You** reserved due to a **Hotel Overbooking**, **We** will reimburse **You** the reserved rate of **Your** room (excluding any taxes or fees) up to a maximum of [\$250.00] per night and in any consecutive 12-month period. Only one (1) night per trip is eligible for a reimbursement.

**You** must be a member at the time of the incident and at the time **Your** request was processed. **You** must have booked and guaranteed **Your** room with a valid credit card and have been provided with a verifiable reservation confirmation number.

### C. CONDITIONS and LIMITATIONS

1. The hotel where **You** booked **Your** reservation and stayed must be located in the 50 U.S. states, or Washington D.C. only
2. Provided the reservation was guaranteed by credit card, and a reservation confirmation number was issued to **You** for the reservation.
3. At the time of loss, proof from the hotel that there were no available rooms at time of check in is required.
4. **You** are **not** eligible for a benefit reimbursement if the hotel is uninhabitable for any reason.
5. **You** must have stayed in another hotel that evening when **You** learned **You** could not stay at the original hotel you had a reservation at, and supply a receipt for that stay, when **You** file **Your Hotel Overbooking** reimbursement request.
6. **You** must be more than 100 miles from home at the time of your hotel stay.
7. **You** must be member at time of the hotel stay, and at the time of the **Hotel Overbooking**.

### D. HOW TO FILE A REIMBURSEMENT REQUEST

Call the **Administrator** at 1-800-711-4280 to request a reimbursement request form. **You** must report the request within ninety (90) days of the date of the **Hotel Overbooking**.

The following required items, must be sent to the **Administrator** at P.O. Box 7690, St. Clair Shores, MI 48080 or email to [reimbursements@cynosurefinancial.com](mailto:reimbursements@cynosurefinancial.com), and be postmarked within one-hundred and eighty (180) days of the loss, or the request may be ineligible:

1. The fully completed and signed reimbursement request form.
2. Proof of the original hotel reservation, along with the reservation confirmation number **You** received from the hotel.
3. Proof of the **Hotel Overbooking**.
4. Proof of stay at another hotel for that night (copies of **Your** paid hotel receipts showing dates, amounts, etc.).
5. Any other documentation that may be reasonably requested by the **Administrator** to validate a reimbursement request.

**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**.