

Terms & Conditions for Trip Cancellation

A. DEFINITIONS

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 reimbursement request. The **Administrator** can be reached by phone at 1-800-711-4280, email at reimbursements@cynosurefinancial.com, or mail at P.O. Box 7690, St. Clair Shores, MI 48080.

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

Charge(s) means any non-refundable, cancellation or change fee imposed by the **Common Carrier**.

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 **We** cancel **Your** membership in **the Program** or the date **Your** membership ends.

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

Eligible Reason means:

A **Sickness** or **Injury** which results in medically imposed restrictions (a restriction certified by a **Physician** prohibiting **Your** travel on a **Common Carrier**) or death of **You**.

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

Injury means bodily injury caused by an accident that occurs and results directly and independently of all other causes of loss. The **Injury** must be verified by a **Physician**.

Physician means a licensed medical, surgical, or dental practitioner acting within the scope of his or her license. The treating **Physician** may not be **You** or a family member related by blood.

Pre-Existing Medical Condition means any condition resulting from any **Injury** or **Sickness** prior to the purchase date of the **Trip**. The condition must have (a) first manifested itself or exhibited symptoms which would have caused **You** to seek diagnosis, care, or treatment; (b) required taking prescribed drugs or medicine; or (c) required medical treatment or treatment was recommended by a **Physician**. Taking maintenance medications for a condition that is considered stable shall not be included as a **Pre-Existing Medical Condition**.

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

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

Sickness means an illness or disease that is diagnosed and treated by a **Physician**. Sickness does NOT include any sickness or disease associated to or connected with any epidemic or pandemic, including but not limited to Severe Acute Respiratory Syndrome (SARS), Ebola and Novel Coronavirus -19 (COVID- 19).

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

Trip Departure Date means the date on which **You** are originally scheduled to leave on the **Trip**.

B. BENEFIT AGREEMENT

Trip Cancellation

Subject to the terms and conditions contained herein, if during the **Benefit Period**, **You** are required to cancel the **Trip**, prior to the **Trip Departure Date**, due to a **Covered Reason**, We will reimburse **You** for incurred **Charges** for the **Trip up to a maximum of \$500 per Trip**.

The **Trip** must be cancelled by **You** with the **Common Carrier** as soon as the **Covered Reason** arises. We will not reimburse benefits for any **Charges** incurred that would not have been charged had the **Common Carrier** been notified.

Limits:

Benefit payment is limited to the lesser of the following:

- Up to \$500 in total for any one **Trip**; or
- The original cost of the **Common Carrier** ticket for the **Trip**.
- Up to \$500 in total per twelve (12) month membership period.

This benefit is secondary to any applicable insurance or other benefit available to **You**, including benefits provided by the **Common Carrier** (including, but not limited to, exchanged tickets, reduction in ticket prices, goodwill payments, refunds, credits, or vouchers), credit card benefits, homeowner's or auto insurance, etc.

C. INELIGIBLE ITEMS AND LIMITATIONS

The following exclusions apply to Trip Cancellation:

- **Pre-Existing Medical Conditions**;
- Intentionally self-inflicted injuries, including suicide or attempted suicide;
- War, invasion, acts of foreign enemies, acts of domestic terrorism, hostilities between nations (whether declared or not) civil war;
- Mental or emotional disorders, unless hospitalized;
- Participation in professional athletics or underwater activities;
- Being under the influence of drugs or intoxicants;
- Commission of or the attempt to commit a criminal act;
- Participating in bodily contact sports (i.e., wrestling, boxing, etc.); skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; or speed contest;
- Dental treatment except as a result of an **Injury** to sound, natural teeth;
- Any non-emergency treatment or surgery, or routine physical examinations;
- Curtailment or delayed return for a reason other than a **Covered Reason**;
- One-way travel that does not have a **Return Destination**; and
- Animals and pets.
- Charges incurred for commuting to **Your** place of employment.

- Sickness or disease associated to or connected with any epidemic or pandemic, including but not limited to Severe Acute Respiratory Syndrome (SARS), Ebola and Novel Coronavirus -19 (COVID- 19).
- Acts of God, including, but not limited to, fire, wind, hail, flooding, earthquake, lightning or tornado.
- Trips cancelled by the Common Carrier for any reason, including but not limited to a government order as a result of a pandemic or epidemic.

D. HOW TO FILE A REIMBURSEMENT REQUEST

On becoming aware of a potential loss for **Trip Cancellation**, **You** should:

1. give immediate notice to the **Common Carrier**; and
2. notify any relevant insurer.

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 loss, or as soon as reasonably possible, but in no event later than six (6) months from the date of the loss or **Your** request may be ineligible.

The following required items, must be sent to the **Administrator** at P.O. Box 7690, St. Clair Shores, MI 48080 or 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. Documentation showing the cost, scheduled date(s), passenger name(s) of the **Trip**.
3. Proof of a **Covered Reason**, including a written statement by a **Physician** or death certificate.
4. A copy of the **Common Carrier's** cancellation policy for **Your** trip.
5. The result of any settlement made to **You** by the **Common Carrier**.
6. Details of **Your** travel insurance and any payment made by them (if applicable).
7. Any other documentation that may be reasonably requested by the **Administrator** to validate a request for reimbursement.

PAYMENT OF BENEFIT(S): 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**.