

Trip Delay Terms & Conditions

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 coverage or would like to submit a reimbursement request. The **Administrator** can be reached by phone at 1-800-711-4280 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.

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 [Insert Program Name].) This benefit will stop on the date You or [Insert Program Name] cancel Your membership in [Insert Program Name].

Membership Effective Date means the date You enroll as a member in [Insert Program Name].

Delay means an incident that prevents a scheduled departure by the **Common Carrier** from leaving due to: a) Severe weather condition which delays the scheduled arrival or departure of the **Common Carrier**; b) Equipment failure of the **Common Carrier** (documented by the **Common Carrier**); or c) lost or stolen passport. **Delays** due to: war, acts of foreign enemies, hostilities between nations (whether declared or not), civil war, any governmental restrictions, pandemics or disease related reason or any other reason not listed above as covered, are not covered.

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

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.

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

B. BENEFIT AGREEMENT

Trip Delay

If during the **Benefit Period**, You are traveling by **Common Carrier** while on the **Trip** and are **Delayed** more than twelve (12) hours while traveling to a **Destination** or **Return Destination**, We will reimburse You for any overnight hotel stay, meal costs, and cost of a rental vehicle as a result of the **Delay**. There is no benefit payable, if the **Common Carrier** cancels within twelve (12) hours of the scheduled departure time on the **Common Carrier** ticket for the **Trip**.

Limits:

This benefit is limited to the lesser of the following:

- Up to \$500 in total for any one **Trip**; or
- Up to \$500 in total per twelve (12) month membership period.

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

C. INELIGIBLE ITEMS AND LIMITATIONS

There is no benefit payable for any loss:

1. If the **Common Carrier** cancels within twelve (12) hours of the scheduled departure time listed on the **Common Carrier** ticket for the **Trip**;
2. **Delays** due to or resulting from: war or hostilities of any kind, whether declared or not (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot or civil commotion); acts of foreign enemies; confiscation, expropriation or detention by any government, public authority or customs official; illegal activity or acts;
3. **Delays** due to or resulting from any governmental restrictions, pandemics or disease related reasons.
4. **Delays** due to or resulting from any other reason not listed above as a covered reason in the definition of **Delay** above;
5. Loss of market, or indirect or consequential losses or damages of any kind.

D. HOW TO FILE A REQUEST FOR REIMBURSEMENT

On becoming aware of a potential loss for Trip Delay, 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.

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. Proof of the **Delay** (including but not limited to, written proof from the **Common Carrier**, newspaper clippings, weather reports, or police report for stolen passport).
3. Receipts for Your food, lodging, or rental vehicle.
4. The result of any settlement made by the **Common Carrier**.
5. Details of Your travel insurance and any payment made by them (if applicable).
6. Any other documentation that may be reasonably requested by the **Administrator** to validate the request.

PAYMENT OF BENEFIT: 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**.