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THE CATAMARAN COMPANY



HULLS



ESSERMAN YACHTSALES



TORTOLA CATAMARAN CENTER

THE BOOKING PROCESS

STEP 6 - CONTINUED

TRIP PROTECTION PROGRAM

Tortola, BVI COMPLETE AND RETURN

Please take the time to thoroughly read the information on this page to understand what is covered.

We both invest a lot of time and money into your charter vacation to make it the best. That is why we are pleased to offer this

Trip Protection Program.

The "safety net" of this coverage cannot be overemphasized regardless of current health status, age or date of your charter. The chance of something unexpected happening affects everyone, whether you yourself are affected or a member of your crew. This will enable you to handle the situation at hand and not become preoccupied with what repercussions may result in a charter cancellation, charter postponement or charter interruption during your vacation.

The Trip Protection Program is automatically included in your charter unless you specifically decline within 30 days of your deposit being received by The Catamaran Company. Do not hesitate to call your Charter Consultant if you have any questions. 1-800-262-0308 or e-mail: charter@catamarans.com

Please note: Only you the Charterer and those listed as crew members on your reservation form will be covered by this policy. Any changes in the crew should be sent in writing to your Charter Consultant.

CHARTER CANCELLATION

Charterers qualified for a cancellation fall under the following occurrences:

- Medical Emergency.
- Sudden serious illness, injury or death to a crew member or immediate family member.
- Your refunds include all of the monies paid to date, less your **Trip Protection Fee.**
- You must have a written physicians' note for this cancellation policy. NO EXCEPTIONS!

All monies are returned to the source of payment: i.e. If a charter was booked through an outside charter brokerage firm, the refund is returned to the source of payment

CHARTER POSTPONEMENT

• A Postponement may be issued in place of a cancellation due to any medical emergency shown above. These terms apply for postponement.

- Your monies paid to date, less your **Trip Protection Fee**, will be held for a period of twelve (12) months.
- You must use your new charter dates within twelve (12) months from the date of your postponement.
- When your new reservation is confirmed, the funds from your previous planned charter will be applied and the **Trip Protection Fee** will be provided free of charge on your next charter.
- If the reservation you are postponing includes a special promotion such as discounted Rental fee and/or options i.e. Sleepaboards, rental toys or any other available option, then the **Trip Protection Fee** will be applied and discounts/promotions will be carried forward to you next charter.
- If the charterer postpones once, then **Trip Protection** will be carried over to the new dates, but any additional postponements or cancellations will result in full billing of the **Trip Protection**.
- If a charter is postponed then canceled the charterer will pay in full for **Trip Protection**. NO EXCEPTIONS!
- If you do not use your charter within twelve (12) months, you will lose all monies paid. NO EXCEPTIONS!

CHARTER INTERRUPTION

At any time if your charter is interrupted because of any of the aforementioned reasons:

- The number of days lost from your interrupted charter will be credited towards your account and applied to a future charter within twelve (12) months.
- You may choose to receive any monies lost (pro-rated on your charter fee).
- All additional items such as security fees, crew fees, drop-off fees, provisioning/beverages and cruising charges will be forfeited.

TROPICAL DISTURBANCE

Tropical Disturbance coverage applies when THE CATAMARAN COMPANY'S head office or base management deem that a tropical disturbance is of a serious enough nature to cause a cancellation, postponement or interruption of your charter.

- 1) CHARTER CANCELLATION**
 - You will receive all monies paid to date, less the **Trip Protection Fee.**
- 2) CHARTER POSTPONEMENT**

You may book your new charter within twelve (12) months from the date of postponement.

 - If you do not use your charter within twelve (12) months of your postponement all monies paid will be forfeited.
 - The **Trip Protection Program** is provided free of charge on your next charter.

If the reservation you are postponing includes a special promotion such as discounted Rental fee and/or options i.e. Sleepaboards, rental toys or any other available option, then the **Trip Protection Program** will be applied and discounts/promotions will be carried forward to you next charter.
- 3) CHARTER INTERRUPTION**
 - You may choose to continue the charter at the earliest possible date available after the disturbance. During the disturbance, the hotel cost (if applicable) is at the charterers expense.
 - You may choose to receive a credit for the number of days lost on your interrupted charter and apply them to a future charter within twelve (12) months. During the disturbance, the hotel cost (if applicable) is at the charterers expense.
 - You may choose to receive any monies lost on your charter (pro-rated on your charter fee). On choosing this option and if decide to wait out the disturbance, the hotel cost is at the charterers expense.
 - All additional items such as the collision damage waiver, crew fees, provisioning/beverages and cruising charges will be forfeited.



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CREW

Captain- If your Captain/Skipper (listed on your reservation form) is forced to cancel due to a medical emergency and there is no other qualified crew member on board, we will provide a skipper for the entire length of the charter at NO charge.

First Mate- If the first mate (listed on your reservation form) is forced to cancel due to a medical emergency, THE **CATAMARAN COMPANY** will provide a first mate for a maximum of 48 hours, at NO charge. Additional time for the crew requested by the charterer will be charged at the normal crew daily rate.

POLICY PREMIUM

The cost of your policy is 7% of your INVOICE TOTAL BASED ON PUBLISHED RATES for that applicable year your reservation was booked. If any item on your invoice was complimentary or discounted, the Trip Insurance will calculate based on its published rate.

Therefore with this policy and 'postponement' is applied, the Charterer will be protected in reserving all discounts/promotions for a later date. The **Trip Protection Fee** allows the Charterer to utilize his/her promotions on his next reservation and all discounts/promotions will be carried over to the later date.

As items are added to your invoice, the **Trip Protection Fee** will increase accordingly based on retail rates. You will receive a full refund, less the Trip Protection Fee, for any of the disturbances discussed in this pamphlet up until the day of your charter.

The **Trip Protection Program** does not cover the brokers commission if trip protection was not purchased. In other words if **Trip Protection** has been declined and customer cancels, the broker forfeits commission.

If the reservation you are postponing includes a special promotion such as discounted Rental fee and/or options ie: Sleepboards, rental toys or any other available option, then the **Trip Protection Fee** will be applied and discounts/promotions will be carried forward to you next charter.

Please Note: Payment of your deposit initiates this Cancellation Policy. You have 30 days after receiving your invoice to decline this coverage.

TO MAKE A CLAIM

If a cancellation occurs please follow this procedure:

- Contact your charter consultant by phone or email to let them know that you must cancel.
- Immediately follow up your claim in writing, including all specific information.

Charter Brokerage Firms

If your charter consultant is an outside Broker, all communication is dealt directly with the Charter Brokerage Company rather than with THE **CATAMARAN COMPANY** direct. As all monies are refunded directly to the Broker and then returned to customer.

If the form of payment was processed between customer and THE **CATAMARAN COMPANY** and not the Broker, but Broker is involved, THE **CATAMARAN COMPANY** will refund the customer all monies received. The Charter Brokers 10 – 15 % commission is forfeited.

- Immediately follow up your claim in writing, including all specific information.

(Specific information such as a written physician's note is an example of background information accepted as proof for cancellation, postponement or interruption).

WHAT IS NOT COVERED

- Changes in vacation plans by the charterer, family or crew member.
- Employment/Job related changes of charterer, family or crew.
- Change in financial status of charterer, family or crew.
- Normal Pregnancy of charterer, family, or crew.
- Any airline/flight complications of charterer, family or crew.

CONDITIONS AND EXCLUSIONS

- All claims are governed by the Laws of Broward County, Florida. These courts alone shall have jurisdiction in any dispute.
- Liability for any claim shall not exceed the total sums paid to THE **CATAMARAN COMPANY**.
- One day is equal to 10 consecutive sailing hours.
- Please note that based on the "Prudent Rule", THE **CATAMARAN COMPANY** will deny any claim when we determine that undue risk or negligence was a factor.
- Any unlawful acts committed by a charterer are excluded.
- If payment terms as stated in the Charter Contract have not been adhered to, the **Trip Protection Program** is not valid and the standard cancellation policy will apply.
- When a credit is granted. There will be no cash refund.
- Credits may not be combined with any other discounts and may not be applied to a charter of less than 7 days.
- The credit must be taken at the same location and aboard a yacht of the same or larger size listed on your previous reservation. (If a larger yacht is available, the charterer is responsible for any upgrade costs).

Declining the Trip Protection Program

Only if you wish to decline the **Trip Protection Program**, the following information **MUST** be checked, signed and returned within 30 days of sending in your deposit. This form will not be accepted without the signature of the charterer along with the date signed. If you **DO NOT** sign and return this form then it is understood that you are accepting the **Trip Protection Program** and will abide by all of the requirements found in this pamphlet. Acceptance of this policy entitles you to a refund by following the guidelines in the **Trip Protection Program**.

I decline the **Trip Protection Program** and agree not to hold **THE CATAMARAN COMPANY** and /or its Brokers/Agents responsible for any expenses incurred by myself or my party resulting from Cancellation, Postponement or Interruption of my charter.

If you decline this policy, the standard cancellation policy applies as follows:

90 days or more prior to departure = \$300 fee.	46-89 days = Loss of 25% deposit.	45 days or less = NO REFUND.
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Charterer's Name _____ Charterer's Signature _____
 Charterer's Email _____ Today's Date _____

Sign on behalf of the entire crew. Only names listed on the Arrival Form / Crew List (Step 5) or amended in writing, will be covered by this policy.