



Trip Protection Program
Start your charter worry free...

Please take the time to thoroughly read the information contained in the agreement 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” and importance of this coverage cannot be overemphasized regardless of current health, age or date of your charter. The chance of something unexpected happening affects everyone. This will enable you to handle the situation at hand and not become preoccupied with what repercussions may result in charter cancellation, charter postponement or charter interruption during your vacation. Remember, if you wish to accept your Trip Protection Program, it **MUST** be done so at the time of reservation or in writing within 30 days of receiving this package otherwise it will not be available on your charter. Do not hesitate to contact your Charter Specialist if you have any questions.

This agreement describes your coverage and guidelines under the Trip Protection Program.

Please note: This policy is available on a per cabin basis and will only cover the occupants of the specific reservation. A policy must be taken out for each cabin occupied in order to cover multiple charterers on one yacht. Any changes in the party should be sent in writing to your Charter Specialist at:

One Vance Gap Road
Asheville, NC 28805

Toll Free:
1-877-933-7848

What is covered?

Charterers qualified for a cancellation fall under the following occurrences. You will receive all monies paid to date, less the Trip Protection fee.

Medical Emergency

If you have a sudden serious illness, injury or death of a party member or to an immediate family member. Your refunds include all of the monies paid to date and any owner week usage, less your Trip Protection fee. You must have a written physician's note for this cancellation policy. NO EXCEPTIONS.

Tropical Disturbance

Tropical disturbance coverage applies when the Festiva Sailing Vacations head office or base management deem that a tropical disturbance is of serious enough nature to cause a cancellation, postponement or interruption of your charter.

Charter Postponement

If so desired by the charterer, a postponement may be issued in place of 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 along with any week deposited for the trip, will then be applied to the Trip Protection fee will be provided free of charge on your next charter. 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 you charter is interrupted because of any of the aforementioned reasons, you may choose to receive all monies lost (pro-rated on your charter fee.) Hotel fees during the interruption are not the responsibility of Festiva Resorts LLC.

What is not covered?

Changes in vacation plans by the charterer, family or cruising party
Employment/job related changes of charterer, family or cruising party
Any airline/flight complications of charterer, family or cruising party
Change in financial status of charterer, family or normal pregnancy of charterer, family or cruising party.

Conditions and Exclusions

All claims are governed by Bahamian law. Liability for any claim shall not exceed the total sums paid to the Cruise Club. One day is equal to consecutive sailing house. Please note that based on the "Prudent Rule," Festiva Sailing Vacations will deny any claim when we determine that undue risk or negligence was a factor. Any unlawful acts committed by a charterer are excluded.

To Make a Claim

If a cancellation occurs, please follow this procedure:

Contact your Reservations Manager by phone at 1-866-933-7848 or email to tstone@festivaresorts.com and let us know that you must cancel. Immediately follow up your claim in writing, including all specific information. (Specific information such as written physician's note is an example of background information accepted as proof for cancellation, postponement or interruption.)

Policy Premium

The cost of your policy is **7%** of your TOTAL CHARTER COST.

You will receive a refund, less Trip Protection fee, for any disturbances discussed in this agreement up until the day of your charter. You will have 30 days after booking your reservation to accept or decline this coverage.

If payment terms as stated in the Charter Agreement 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 as listed on your previous reservation.

FESTIVA SAILING VACATIONS

Trip Protection Program

I agree to the Trip Protection Program and agree not to hold Festiva Sailing Vacations and/or its brokers/agents responsible for any expenses incurred by myself or my party in resulting from cancellation, postponement or interruption of my charter.

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

90 days or more prior to departure – \$300 fee
89-60 days – Loss of 50% of total amount of trip
60-45 days – NO REFUND but keep contracted week usage*
45 days or less – NO REFUND and loss of contracted week usage*

Name _____

Date of Reservation _____

Signature _____

Date _____

Trip Protection Sales Agent: _____

Please fax signed copy to:
Festiva Sailing Vacations, Reservations Manager
Fax: 828-254-5297

Only names listed for one cabin on the reservation form or amended in writing will be covered by this policy.

*Week usage refers only to Cruise Club and Festiva Owners.

FESTIVA SAILING VACATIONS

Trip Protection Program

Payment Form

Name: _____

Charter Location: _____ Date of charter: _____

Credit Card Type: _____ Expiration date: _____

Credit Card Number: _____

Name as it appears on the card: _____

Billing Address for Credit Card: _____

Amount to be placed on the card (7% of cost of the charter) \$_____

I hereby authorize these charges to be placed on my credit card, and I acknowledge that I have entered into the Trip Protection Program with the Festiva Sailing Vacations. I also have read and agreed to all the terms and conditions of the Trip Protection Program.

Signature: _____ Date: _____

Day Telephone Number: _____