

# Cruise Cancellation Protection Plan



## IMPORTANT

The Pre-Existing Condition Exclusion is waived provided you meet the following requirements: 1) the Payment for the coverage is received within 14 days of the initial deposit/payment for your Cruise and 2) you are not disabled from travel at the time you pay your Protection Plan.

**Please note**, this coverage may not be purchased after you have made final payment for your Cruise.

Cruise Cancellation Protection Plan fees are non-refundable.

**Please read this brochure carefully.** If you have any questions about the coverage offered or to request a claim form, please contact us at:

**Tel: 1-800-983-7462**

**Fax: 1-203-453-1877**

**Pearl Seas Cruises, LLC**

**741 Boston Post Road, Suite 250**

**Guilford, CT 06437**

**email: CCPP@pearlseascruises.com**

### Your Duties in the Event of a Loss

You must provide us with your claim submission:

**For Cruise Cancellation Claims:** 1) all invoices documenting your payment(s) for the Cruise and for Cruise Cancellation Protection Plan; 2) a completed claim form, a signed Authorization of Release of Information, if applicable, a signed Attending Physician's Statement, and any other official documentation to substantiate the reason for the cancellation; and 3) any other written documentation which may be required by us to substantiate a claim.

### Description of Coverage

#### Who is Eligible for Coverage

A person who has arranged to take a Cruise, and pays the Protection Plan Fee.

#### When Coverage Begins

Cruise Cancellation coverage will take effect on the date your Protection Plan payment is received by us.

#### When Coverage Ends

Your coverage automatically ends at the conclusion of your cruise determined by your disembarkation printed on your cruise confirmation.

**Please see the Definitions** for an explanation of Pre-Existing Conditions which are excluded under Cruise Cancellation (unless this exclusion is waived; see front cover for details).

#### Cruise Cancellation

You will be paid a Cruise Cancellation Refund, up to the amount paid for your Cruise Fare Cost, if a covered reason occurs before your embarkation date or during your cruise.

### Covered reasons for Cruise Cancellations are:

1) Your, an Immediate Family Member's or Traveling Companion's Sickness; Injury; Death; Mental, Nervous, or Psychological Disorders, requiring inpatient hospitalization of three (3) days or more; or 2) for Other Covered Events, as defined. The Sickness or Injury must; a) commence while your coverage is in effect under the Plan; b) require examination and treatment by a Physician at the time the Cruise is canceled; c) and in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Cruise.

### Cruise Cancellation Refunds:

If you cancel your Cruise or are interrupted during your cruise for a covered reason, you will be reimbursed for the amount of prepaid, forfeited, non-refundable Payments or Deposits that you paid or a prorated refund for the unused portion if you are interrupted during your Cruise except for Cancellation Administration Fees, the Cruise Cancellation Protection Plan Fee, and any other administration fees which are non-refundable.

Please note the Cancellation Administration Fee of \$250 or \$425 per person may be applied as a courtesy discount, toward fare on a future cruise with Pearl Seas Cruises reserved within one year of the cancellation date.

### Definitions

In this Plan, "you", "your" and "yours" refer to an Eligible Person, "We", "us" and "our" refer to the entity providing this Cruise Cancellation Protection Plan. In addition, certain words or phrases are defined as follows:

**"Cruise"** means a scheduled cruise for which coverage has been elected and the Protection Plan fee paid.

**"Cruise Cancellation"** means either the actual event of cancelling your cruise before your departure date or being interrupted during a cruise for a covered reason.

**"Cruise Fare Cost"** means the cash, check, or credit card amounts actually paid for your Cruise except for the Administration Fee and the Cruise Cancellation Protection Plan Fee. Payments made in the form of a certificate, voucher or discount are not Cruise Cost as defined herein.

**"Domestic Partner"** means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of

domestic partnership if recognized by the jurisdiction within which they reside.

**“Eligible Person”** means a person who arranges a Cruise and pays any required fees.

**“Home”** means your primary residence.

**“Immediate Family Members”** means your or the Traveling Companion’s spouse, child, spouse’s child, parent(s), sibling(s), grandparent(s), grandchild, step-parent(s), parent(s)-in-law, brother-sister-in-law, son-daughter-in-law, Domestic Partner.

**“Injury”** means bodily harm caused by an accident which 1) occurs while your coverage is in effect hereunder; and 2) requires examination and treatment by a Physician. The injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Mental, Nervous, or Psychological Disorder”** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any physical manifestation related thereto.

**“Other Covered Events”** means only the following unforeseeable events or their consequences which occur while coverage is in effect hereunder:

A change in plans by you, an Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect hereunder:

Being hijacked, quarantined (except as a result of an epidemic or pandemic), required by a court order to appear as a witness in a legal action, provided you, an Immediate Family Member traveling with you or a Traveling Companion is not 1) a party to the legal action, or 2) appearing as a law enforcement officer;

Your Home is made uninhabitable by vandalism, burglary, fire, flood, volcano, earthquake, hurricane or other natural disaster.

Being called to the emergency service of the government in case of military, police or fire personnel to provide aid or relief in the event of a natural disaster;

A major Terrorist Act which occurs in your departure city that closes public transportation to that city provided the Terrorist Act occurs within 5 days of the Scheduled Departure Date for your Cruise;

**“Payments or Deposits”** mean the cash, check or credit card amounts actually paid for your Cruise. Payments made in the form of a certificate, voucher or discount are not Payments or Deposits as defined herein. Cruise Cancellation Protection Plan Fees, Cancellation Administration Fees, and any other administration fees are not a covered benefit and are not refundable.

**“Physician”** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or an Immediate Family member of yours.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion or Immediate Family Member scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this Plan.

There is no coverage for any loss due to injury, sickness or death of you or a family member, if, during the 180 days preceding and including the coverage effective date, there was medical care, advice, consultation or treatment received for the condition, or if symptoms of the condition were present, or if there was any adjustment of medication for the condition.

The Pre-Existing Condition Exclusion is waived provided you meet the following requirements: 1) the Protection Plan fee for the coverage is received within 14 days of the initial deposit/payment for your Cruise and 2) you are not disabled from travel at the time you pay your Protection Plan fee.

**“Protection Plan Fee”** means the cost charged by us and paid by you for the coverage here provided.

**“Embarkation Date”** means the date on which you are originally scheduled to leave on your Cruise.

**“Disembarkation Return Date”** means the date on which you are originally scheduled to return to the point where the Cruise started or to a different final destination.

**“Sickness”** means an illness or disease of the body which: Requires examination and treatment by a Physician, and Commences while the Plan is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this Plan is not a Sickness as defined herein and it not covered by the policy.

**“Terrorist Act”** means an act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**“Traveling Companion”** means a person whose name appears with yours on the same Cruise reservation and who, during the Cruise, will share accommodations with you in the same stateroom.

### **Protection Plan Exclusions**

Payment will not be made for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined here, including death that results therefrom.

Payment will not be made for any loss hereunder caused by, or

resulting from **a)** suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion or Immediate Family Member booked to travel with you, while sane, or insane; **b)** being under the influence of drugs or intoxicants unless prescribed by a Physician; **c)** normal pregnancy or resulting childbirth or elective abortion; **d)** participation as a professional in athletics; **e)** participation in an organized amateur and inter-scholastic athletic or sports competition or events; **f)** riding or driving in any motor competition; **g)** declared or undeclared war, or any act of war; **h)** civil disorder; **i)** service in the armed forces of any country; **j)** nuclear reaction, radiation or radioactive contamination; **k)** operating or learning to operate any aircraft, as pilot or crew; **l)** mountain climbing, bungee cord jumping, heli-skiing, extreme skiing or skiing outside marked trails, caving or spelunking, skydiving, parachuting, hang gliding, parasailing, hot air ballooning or travel on any air supported device, other than on a Air Carrier or other regularly scheduled airline or air charter company; **m)** any unlawful acts committed by you or a Traveling Companion; **n)** any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law; **o)** epidemic and/or pandemic; **p)** bankruptcy, financial insolvency, default or failure to supply services by travel supplier; **q)** failure of any tour operator, Common Carrier or other travel supplier, person or agency to provide the bargained-for travel arrangements; **r)** business, contractual or education obligations by you, and Immediate Family Member or Traveling Companion; **s)** a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the Plan is not in effect for you, an immediate Family Member or Traveling Companion.

#### **Protection Plan Transfer**

Cruise Cancellation Protection Plan Coverage can only be transferred to another cruise reserved and paid for by you and is at least 91 days before the cruise embarkation date.

#### **Where to Present a Claim**

All claims should be presented to the Claim Administrator:

##### **Pearl Seas Cruises, LLC**

741 Boston Post Road, Suite 250

Guilford, CT 06437

Fax: 1-203-453-1877

For coverage questions or to request a claim form,  
please call 1-800-983-7462

or

email us at [ccppclaim@pearlseascruises.com](mailto:ccppclaim@pearlseascruises.com)

**Duplication of Coverage** You may only purchase one Protection Plan from us for each Cruise. If you do purchase more than one Protection Plan for a specific Cruise, the Maximum Limit of Coverage payable will be no more than the Cruise Fare Cost you paid.

**Maximum Limit of Refund** Payment of no more than the Cruise Fare Cost will be made to you.

**Notice of Claim** We must be given written notice of claim within 60 days after a covered loss occurs. Notice should include the claimant's name and enough information to identify him or her.

**Our Right to Recover from Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we cover must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else to whom we offer these benefits will do nothing after the loss to affect our right.

**Coverage Change** The terms of this Cruise Cancellation Protection Plan are subject to change at any time without notice.



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