



SHOAL BAY VILLAS

A N G U I L L A

Shoal Bay Villas Cancellation Fee Waiver

Non-insurance fee waiver for Shoal Bay Villas, Anguilla

This Cancellation Fee Waiver (the “Waiver”) is an optional, non-refundable fee that provides a limited benefit: if a covered event occurs and you meet the notice and documentation requirements, Shoal Bay Villas (“SBV”, “we”, “us”) will waive certain cancellation and/or early-departure penalties under SBV’s Cancellation and Deposit Policy. This Waiver is valid only if purchased at the time of the original booking.

The Waiver is not travel insurance. It does not reimburse airfare or other third-party costs (airlines, ferries, taxis, travel agents, credit-card providers, etc.).

Definitions: “Common carrier” means a scheduled airline or ferry service. “Travelling companion” means a person travelling with you on the same SBV reservation for the same dates. “Immediate Family Member” means spouse, child, parent, or sibling (including step/half relationships).

1. Purchase requirements

- Must be purchased and paid at the time of booking together with the required deposit. Once the deposit is received without the Waiver, the Waiver cannot be added.
- Not available for same-day or next-day bookings (arrival date is today or tomorrow).
- Fee: 3% of accommodation charges only (room rate), excluding taxes, service charges, and any other fees.
- Non-refundable and non-transferable once purchased.

2. What the Waiver covers

If a covered event occurs and you comply with Section 5, SBV will waive the cancellation penalty (or any early-departure penalty, if applicable) that would otherwise apply to the unused accommodation portion of your reservation under SBV’s Cancellation and Deposit Policy.

Any refund/credit, if applicable, is limited to accommodation amounts paid to SBV for unused nights, less (i) the Waiver fee and (ii) any non-refundable third-party costs SBV has incurred specifically for your booking (if any).

3. What is not covered

- Change of mind, personal preference, or work schedule changes (unless covered under Section 4.4).
- Missed connections or delays that still allow arrival on the scheduled arrival date or the following calendar day.
- Passport/visa/travel document issues (expired, missing, invalid, or delayed).
- Events known, announced, or reasonably foreseeable at the time the Waiver is purchased.

- Pre-existing medical conditions unless the condition unexpectedly worsens after booking and is certified by a physician as preventing travel.
- Any costs beyond SBV accommodation cancellation/early-departure penalties (airfare, baggage fees, ground transport, meals, etc.).

4. Covered events

4.1 Common carrier disruption

- Carrier cancellation: Your scheduled common carrier cancels your flight/voyage and does not offer an alternative itinerary that would allow you to arrive in Anguilla on the scheduled arrival date or the following calendar day.
- Significant delay: A delay of your scheduled common carrier prevents arrival in Anguilla on the scheduled arrival date or the following calendar day.
- Strike or inclement weather: A strike or inclement weather causes complete cessation of services of the relevant common carrier for at least 24 consecutive hours, preventing arrival as above.

4.2 Medical and family emergency

- Serious illness, injury, or death of you or your travelling companion that prevents travel or requires you to interrupt your stay, certified in writing by a licensed physician.
- Serious illness, injury, or death of an Immediate Family Member of you or your travelling companion, certified in writing by a licensed physician (or death certificate, where applicable).

4.3 Legal and safety events

- You or your travelling companion is hijacked, quarantined, required to serve on a jury, or served with a subpoena/court order to appear as a witness in a matter in which you are not a party (documentation required).
- You or your travelling companion is the victim of a felonious assault within 10 days before the scheduled departure date (police report required).
- You or your travelling companion is directly involved in a traffic accident while en route to the point of departure (police report and/or carrier statement required).
- Your primary residence is made uninhabitable by fire, flood, or other natural disaster within 10 days before scheduled departure and remains uninhabitable during the scheduled stay (insurer, police, or competent authority report required).

4.4 Involuntary employment termination or layoff

- You or your travelling companion is involuntarily terminated or laid off from full-time primary employment after booking, and the termination occurs within 30 days before the scheduled arrival date.
- You provide a letter from the employer confirming the involuntary nature and effective date of termination/layoff.
- Voluntary resignation, termination for cause, contract end-date, or self-employment income changes are not covered.

5. Notice and documentation

- Notice: Notify SBV by email or phone as soon as reasonably possible after learning of the covered event and, in any case, no later than 48 hours after (i) receiving notice from the carrier, or (ii) the event occurs for all non-carrier events. If notice is given by phone, it must be confirmed by email within 24 hours.
- Documentation: Email supporting documentation within 7 calendar days of the event (or within 7 days of returning home if you are already in Anguilla and must depart early), unless SBV agrees otherwise in writing.
- SBV may request additional reasonable information to verify eligibility. Failure to provide required documentation may result in denial of the waiver.

6. Limits, verification, and administration

- The Waiver applies only to SBV accommodation cancellation/early-departure penalties under SBV's Cancellation and Deposit Policy. It does not change the room rate, taxes, service charges, or other terms of your reservation.
- The maximum benefit is the amount of SBV accommodation penalties that would otherwise be charged for the unused portion of the reservation.
- All refunds/credits, if any, are made to the original form of payment used to pay SBV, or as a future-stay credit at SBV's option.
- SBV is not responsible for any indirect or consequential losses (including airfare, vacation time, or other travel costs).

7. Governing law and interpretation

This Waiver is governed by the laws of Anguilla. If any provision is found unenforceable, the remaining provisions will remain in effect.

Guest acknowledgement

By choosing to purchase the Waiver, you acknowledge that you have read and understood these terms and SBV's Cancellation and Deposit Policy, and you agree that the Waiver fee is non-refundable.