Scott W. Hatfield

September 7, 2021

The Honorable Commissioners
i/c/o Office of the Secretary
Federal Maritime Commission
800 North Capitol Street, N.W
Washington, D.C. 20573

RE: Docket No. 20-15, Comments on PVO Financial Responsibility Rulemaking

Ladies and Gentlemen:

The issues related to the Center for Disease Control's (CDC) draconian actions and, potential, overstep of their regulatory authority during 2020 and 2021 has placed the American traveling public in a position of mistrust, confusion, and exploitation by travel services providers, especially cruise lines.

As a consumer holding multiple reservations for cruises departing from U. S. ports during 2020 and 2021, I was forced into researching the integration and responsibility for oversight of the maritime cruise industry. I, personally, found confusion, conflicting rules, lack-of-responsibility, and overall bureaucratic malaise on the part of any and all entities with a stake in the game at all levels - Federal and State.

My research revealed that the Federal Maritime Commission (FMC) gives the appearance of having deferred all rulemaking related to financial matters related to the contractual agreement by and between the cruise lines and the traveling public to the verbiage, form, format, and benefit preferred by the cruise line(s); the Federal Trade Commission (FTC) simply boilerplates a "go away, little child" response to any inquiry; the banking institutions governed by the Office of the Comptroller of the Currency and their related governance over credit card transactions is literally the "wild, wild west" with limited consumer protection; and State Attorney Generals, Consumer Protection Agencies and any and all other "consumer oriented" NGO's are literally ignorant, deficient, and deaf to their own stated missions.

The current proposal related to the reevaluation and restructuring of passenger/consumer rights with regard to contracted voyages, which is under review by you, contains several points which the Commissioners should enact appropriate Regulations to strengthen consumer protections.

1) In the event that a cruise line cancels or delays a departure time by 24 continuous clock hours, the cruise, from the contracting passenger's perspective is null and void. Accordingly, the right to a full and complete refund should be triggered by statute with no further action necessary by the passenger UNLESS a set departure time can be provided during the initial 24 hour delay period and the passenger elects to continue with the voyage on adjusted terms and conditions commensurate with the delay. In the event of a cruise line cancellation, without regard to reason, all refunds MUST be processed to the original form of payment within 45 days of the original event date. As all information related to payments is retained by the cruise line in an electronic form, as the bulk of all payments are made in electronic form, the processing of refunds by voyage should literally be an integrated system function within the cruise line's IT environment and the time needed to enact the action should literally be the time needed to identify the cruise, cross-reference the passenger manifest, link the appropriate passenger confirmation code to the passenger's reservation and payment information and authorize the system to electronically manage the refund process. Literally the time needed after the identification of the event should be a matter of minutes with the internal processing and linking back to the international/national banking networks taking no more than a standard 3-day clearing period.

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2) In the event that a sailing is cancelled or boarding is delayed by 24 continuous clock hours due to any governmental order or declaration, the cruise, from the contracting passenger's perspective is null and void. Accordingly, the right to a full and complete refund should be triggered by statute with no further action necessary by the passenger. In this scenario, all refunds MUST be processed to the original form of payment within 45 days of the event date. See the above dissertation on how/why this timing can be achieved through an automated protocol.

3) If a public health emergency is declared at any time prior to the scheduled sailing date and said public health emergency designated period, including any residual public behavior requirements and/or actions, include the initially contracted refund or cancellation penalty deadline related to the respective reservation; the contracting passenger, by statute, should have the right to cancel and receive a complete and total refund at any time through 24 hours prior to the scheduled departure time of the original schedule. In the event that the residual public behavior requirements are cancelled or mitigated, any action taken by the cruise line to actually sail the voyage is incidental to the consumer's right to self-protection - perceived or actual. Accordingly, the consumer, at the consumer's option, may elect, within 30 days of the event date, to rollover any fares, fees, charges, etc. into future cruise credits in accordance with whatever terms and conditions may be offered by the cruise line vendor. However, the default statutory condition is a complete and total refund to the consumer. Again, all refunds are to be completed within a 45 day period from the event date.

4) In the event that a cruise is cancelled for any reason not under the control of the contracting consumer, including public health emergencies and/or governmental mandates, decrees, statements, rules, regulations, or laws, the entire consumer/cruise line contract is null and void. All sums paid, including trip insurance or cancellation indemnifications coordinated through or offered by the contracting cruise line, are immediately 100% refundable, no later than 45 days after the termination event. Basically, if the cruise doesn't sail, then absolutely $-0- may be retained by the cruise line or any subcontractor of goods and/or services for any reason as, literally, the contracted event becomes a "non-event" as if it had never existed. Current practice is for the cruise line to completely cancel the voyage and retain any funds paid for trip insurance and/or cancellation indemnification. If the event is a "no sail", then there is, logically, no trip to insure or performance to insure or indemnify.

5) The cruise line may retain the right to offer rollover incentives to the contracting consumer at a level on par or greater than the original contracted sailing and pricing. However, under no circumstances should any governmental action or public health crises create a situation whereby the cruise line can enforce any "non-refundable" language in any original consumer contract. Any actions taken outside the direct control of the cruise line and the consumer shall always default to the benefit of the consumer.

I am continuing to fight a request for refund, filed March 18, 2021, related to a cancelled cruise by Royal Caribbean Cruises, Ltd. where the cruise line has been and continues to be uncooperative and unresponsive to the inquiries and challenges made by my credit card issuer related to “non-refundable deposits” incurred prior to the CDC’s public health emergency and shutdown of the entire cruise industry for over 15 months. Please see my comments above related to remedial action that the FMC commissioners can take to support consumers. Neither my schedule, budget, or attitude include the future opportunity to utilize vendor imposed restrictions on my money when there’s limited chance that the cruise line will be able to provide services at a mutually agreeable time and price in the future.

I pray and trust that you will restructure the terms and conditions under which cruise lines are obligated to perform with regard to the paying consumer.

Very Truly Yours,

/s/ Scott W. Hatfield

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