

## General Terms of the Swiftcover Program - Damage to holiday rental accommodation

Introduce your claim via: <a href="https://swiftcover.belvilla.com/">https://swiftcover.belvilla.com/</a>
Email us at damage@getswiftcover.com

### 1. Purpose of the Program

- 1.1. The SwiftCover Program ("Program") is support mechanism that Belvilla AG ("Belvilla" or "the Company") will provide to the Homeowners ("Homeowners") who list their homes/accommodations/properties ("Holiday Rental Accommodation") for renting through Belvilla's platform and/or its associated entities.
- 1.2. The Program provides specified coverage to Homeowners that they may avail in the unfortunate event of damage to their property caused by resident guests as covered under this Program.
- 1.3. Participation in the Program is purely voluntary. The Program is not an insurance policy and does not offer comprehensive coverage or guarantee any monetary assistance or reimbursement of any cost in exchange of this Program.
- 1.4. Belvilla reserves the right to approve, partially approve, or deny any claim at its sole discretion, for any reason or no reason. The Program covers only the events enumerated under the "Covered Damage" section. Belvilla reserves the right to suspend, withdraw, discontinue or terminate the Program at any time, without prior notice, even if a claim is pending.

## 2. Covered Damage

Under this Program, reimbursement shall be made for:

- 2.1 damage to Holiday Rental Accommodation, fixtures and fittings, playground equipment items or private swimming pool in the garden of the Holiday Rental Accommodation, the rental or use of which have been made available to the guest;
- 2.2 damage to the safe-deposit box hired during the stay as a result of its key being lost;
- 2.3 damage to the front door if it has to be broken open as a result of the key of the Holiday Rental Accommodation getting lost once during the stay of the guest;

- 2.4 Payment will be made if the guest is liable for the damage and the aggregate value of damage per incident exceeds € 25.
- 2.5 The aggregate maximum payment amounts for Covered Damage claims under this Program shall be limited to € 15,000 per year per rental agreement.

## 3. General exclusions

No Payments shall be made where:

- 3.1. Damage caused directly or indirectly by carelessness, intent, gross negligence or with the consent of the Homeowner or that is not caused by the guests during their stay does not qualify for a claim payout.
- 3.2. Damages that directly or indirectly associated with:
  - 3.2.1. all forms of war risk: armed conflict, civil war, insurrection, civil commotion, riots, mutiny;
  - 3.2.2. nuclear reactions, including any nuclear reaction whereby energy is released;
  - 3.2.3. seizure and forfeiture;
  - 3.2.4. skyjacks, hijacks, strikes or acts of terrorism;
  - 3.2.5. use of alcohol, intoxicants, stimulants or similar substances.
- 3.3. Damage caused by theft, fire, flood, tempest or any other similar force majeure event
- 3.4. Homeowner makes a false statement and/or gives an incorrect version of events. In such situations, the entire claim would be invalidated and even the cover for concerned year may also get suspended. Even where true statements were made susbsequently;
- 3.5. Damage to fences, lawns, gates, outside walls, bicycles, boats and vehicles that can travel by road or on water.\
- 3.6. Extra cleaning costs for the Holiday Rental Accommodation.
- 3.7. Damages directly or indirectly associated with the suicide, or attempted suicide, of a guest or Homeowner.
- 3.8. Damages occurred in connection with or as a consequence of participating in or committing a crime, or an attempt to such an end;
- 3.9. Damage caused whilst carrying out activities on which a prohibition has knowingly and wilfully been ignored;
- 3.10. Damage to a caravan, camper van, mobile home, sailing boat, motor boat, or house boat whilst in motion.

#### 4. General Conditions

The Homeowner shall be obliged:

- 4.1. to do everything reasonably possible to prevent, minimise or limit damage;
- 4.2. to provide SwiftCover Claim Department with all the co-operation reasonably required and to supply information truthfully;
- 4.3. to demonstrate the circumstances leading to a request for payment;
- 4.4. to submit original documentary evidence;
- 4.5. to co-operate with the recovery from third parties, possibly by a transfer of rights;
- 4.6. to submit all claim details as soon as possible but not later than 1 month after the date of incident, by means of sending a fully completed and signed claims form. If invoices are not available within a month, the quotation (if any) must be submitted or the invoice must be submitted afterwards as soon as it has become available.
- 4.7. Adhere to the terms and conditions of this Program.

#### 5. Claim Settlement

SwiftCover is charged with the settlement of claims (or having them settled) on the basis of the details and information provided by the Homeowner. You can introduce your claim via: <a href="https://swiftcover.belvilla.com/">https://swiftcover.belvilla.com/</a> email us at <a href="mailto:damage@getswiftcover.com">damage@getswiftcover.com</a>

# 6. Disputes & Governing Law

Disputes and/or complaints arising from this Program can be submitted to the District Court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands, on an exclusive basis and Dutch law shall apply to this Program.