

General Conditions of Insurance – Damage to holiday rental accommodation cover

CLAIM TELEPHONE NUMBER

PLEASE CALL US ON: +44 (0) 208 0377 886

or introduce your claim via :

<https://belvilla.claims.axa.travel/>

1. INTRODUCTION

This document is not a contract of insurance but summarises the benefits provided to you by virtue of you booking rental accommodation with Belvilla AG via one of their following labels: Belvilla, Topic Travel, Ardennes Relais, Aan Zee, VillaXL or via one Belvilla AG's affiliated companies. The provision of those benefits is enabled by an insurance policy held by and issued to Belvilla AG by TSM Insurance Company, Cooperative.

Belvilla AG is the only Policyholder under the insurance Policy and only it has direct rights against the insurer under the policy. This agreement does not give you direct rights under the Policy of Insurance, it enables you, as a Belvilla AG customer, to receive benefits. Strict compliance with the terms and conditions of this agreement is required if you are to receive its benefit.

2. INSURER

The contract of insurance held by Belvilla AG is underwritten by TSM Insurance Company, Cooperative, an insurance company incorporated in Switzerland, whose registered office is at rue Jaquet-Droz 41, 2301 La Chaux-de-Fonds, underlying Swiss law and being licensed/authorised by the Swiss Financial Market Supervisory Authority FINMA to underwrite insurance policies.

3. POLICYHOLDER

Belvilla AG, Flurstrasse, 55, 8048 Zurich, Switzerland.

4. ELIGIBILITY

These benefits are available to anyone booking rental accommodation with Belvilla AG who is not a resident of any of the following countries: Belarus, Crimea (plus Sevastopol), Cuba, Democratic Republic of Congo, Iran, North Korea, Somalia, South Sudan, Sudan, Syria, Zimbabwe or any country under OFAC sanction.

5. DEFINITIONS

The words or phrases below have the following meaning wherever they appear in this policy and the conditions:

TSM Insurance Company

the service provider.

Country of residence

the country in which you legally reside.

Beneficiary

the individual who books rental accommodation through Belvilla AG, and any accompanying adults and children.

Holiday rental accommodation

a facility for a temporary stay offered through Belvilla AG, Flurstrasse 55, 8048 Zurich, Switzerland.

Payment

compensation for damage.

6. PERIOD OF COVER

- (1) Within the period of validity of the insurance, the cover becomes effective as soon as the Beneficiary and/or the Beneficiary's baggage have occupied the holiday rental accommodation upon the commencement of the agreed rental period and terminates as soon as the Beneficiary and/or the Beneficiary's baggage leave the holiday rental accommodation at the end of the rental period.
- (2) If the end date specified in the booking confirmation is unexpectedly exceeded due to circumstances beyond the power of the Beneficiary, the insurance will remain effective until such time as it first becomes possible for the Beneficiary to return to his/her home in his/her Country of residence.

7. GENERAL EXCLUSIONS

No Payments shall be made for claims:

- (1) where the Beneficiary makes a false statement and/or gives an incorrect version of events. In such situations, the entire claim would be invalidated. Even where true statements were made;
- (2) where the Beneficiary fails to fulfil any of the obligations resting on him/her under this insurance policy;
- (3) which are directly or indirectly associated with:
 - the six forms of war risk: Armed conflict, Civil war, Insurrection, Civil commotion, Riots, Mutiny;
 - nuclear reactions, including any nuclear reaction whereby energy is released;
 - seizure and forfeiture;
 - skyjacks, hijacks, strikes or acts of terrorism;
- (4) caused or having become possible by the gross negligence or intention or with the aim of the Beneficiary or interested party, or an attempt to this end;
- (5) which are directly or indirectly associated with the suicide, or attempted suicide, of a Beneficiary;

- (6) in connection with or as a consequence of participating in or committing a crime, or an attempt to such an end;
- (7) caused or having become possible by the Beneficiary drinking alcohol, or taking intoxicating, stimulating or similar substances;
- (8) caused whilst carrying out activities on which a prohibition has knowingly and wilfully been ignored;
- (9) for damage, as described in section 16, to a caravan, camper van, mobile home, sailing boat, motor boat, or house boat whilst in motion.

8. GENERAL CONDITIONS

The Beneficiary shall be obliged:

- (1) to do everything reasonably possible to prevent, minimise or limit damage;
- (2) to provide TSM Insurance Company with all the co-operation reasonably required and to supply information truthfully;
- (3) to demonstrate the circumstances leading to a request for Payment;
- (4) to submit original documentary evidence;
- (5) to co-operate with the recovery from third parties, possibly by a transfer of rights;
- (6) to submit all applications for payment and/or assistance referencing the policy details as soon as possible but not later than 1 month after the period of cover has ceased, by means of sending a fully completed and signed claims form. If invoices are not available within this month, the quotation (if any) must be submitted or the invoice must be submitted afterwards as soon as it has become available.

9. CLAIM SETTLEMENT

TSM Insurance Company is charged with the settlement of claims (or having them settled) on the basis of the details and information provided by the Beneficiary. You can introduce your claim via: <https://belvilla.claims.axa.travel/> or call us at **+44 (0) 208 0377 886**

10. REIMBURSEMENT OF NON-INSURED SERVICES

The Beneficiary shall be obliged to settle in full any invoices from TSM Insurance Company in respect of services, costs and such like for which there is no cover under this insurance, within 30 days of the date on these invoices. If these invoices are not settled in full, a debt collection procedure shall, without further notice, be set in motion. Any associated costs shall be entirely at the expense of the Beneficiary.

11. DUAL INSURANCE

TSM Insurance Company has the right, if they choose, in the Beneficiary's name but at TSM Insurance Company's expense, to take legal action to get compensation from anyone else for TSM Insurance Company's own benefit or to get back from anyone else any payments that have already been made.

12. LIMITATION PERIOD FOR THE RIGHT TO CLAIM PAYMENT

If, in respect of any claim, TSM Insurance Company has made its final position known in writing, then any right on any legal claim against TSM Insurance Company relating to the respective claim is forfeited unless suit is brought within two years of the event giving rise to the claim.

13. ADDRESS

Notifications from TSM Insurance Company to the Beneficiary shall be sent in a legally valid way to the address most recently known by TSM Insurance Company.

14. COMPLAINTS PROCEDURE

Disputes and/or complaints arising from this contract of insurance can be submitted to:

- the management of AXA Assistance: The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR
- the Swiss Ombudsman of Insurance, Postfach 181, 8024 Zürich; or
- the competent court in Switzerland, at the choice of the Beneficiary or interested party.

Swiss law shall apply to this contract.

15. REGISTRATION OF PERSONS

When applying for insurance or a financial service, personal details are requested. These details will be processed by TSM Insurance Company, in order to conclude and perform contracts; undertake marketing activities; prevent and combat fraud to financial institutions; make statistical analyses and satisfy legal requirements.

16. COVER FOR DAMAGE TO HOLIDAY RENTAL ACCOMMODATION

Compensation will be paid for:

- (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 insured;
- (2) damage to the safe-deposit box hired during the stay as a result of its key being lost;
- (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;
- (4) the retention of the deposit paid in advance in the event of damage to the hired boat.

Payment will be made if the insured is liable for the damage and this exceeds € 25.

The maximum Payment amounts to € 15,000 per rental agreement.

17. DATA PROTECTION

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a) disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- b) monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- c) technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- d) obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- e) sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data.

By using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by TSM Insurance Company or have other requests or concerns relating to our use of your data, please write to us at:

TSM Insurance Company
Rue Jaquet-Droz 41,
2301 La Chaux-de-Fonds
dp@tsm.ch