



## **General Terms and Conditions of Damage Support**

### **1. Purpose of Damage Support**

- a. Damage Support provides specified support to Homeowners (“Homeowners”) who list their homes/accommodations/properties (“Holiday Rental Accommodation”) with Belvilla AG (“Belvilla” or “the Company”) for renting through Belvilla’s platform and/or its associated entities.
- b. Belvilla reserves the right to determine the applicability and provision of Damage Support to Homeowners. Belvilla will evaluate the information provided by the Homeowners associated with the damage caused by resident guests.
- c. Terms and conditions applicable to Damage Support are subject to change at any time, and the Company may modify, suspend, or discontinue Damage Support without prior notice.

### **2. What’s included in Damage Support?**

Homeowner(s) can raise a ticket [here](#) and upon receiving the relevant information, an evaluation will be made for:

- a. damage to Holiday Rental Accommodation, original amenities including fixtures and fittings, playground equipment items or private swimming pool in the garden of the Holiday Rental Accommodation, the rental or the use of which have been made available to the Guest(s);
- b. damage to the safe-deposit box hired during the stay as a result of its key being lost;
- c. 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;
- d. Please read the form and associated terms and conditions carefully before raising a ticket.

### **3. General exclusions**

Damage Support does not apply to instances where damage:

- a. is caused by carelessness, intent, gross negligence of the Guest, or if damage occurs with the consent of the Homeowner.
- b. is not caused by the guests during their stay or is associated with all 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; use of alcohol, intoxicants, stimulants or similar substances; caused by theft, fire, flood, earthquake, pandemic, epidemic, tempest or any other similar force majeure event.
- c. is caused to fences, lawns, gates, outside walls, bicycles, boats and vehicles that can be used for travel on road or water, to a caravan, camper van, mobile home, sailing boat, motor boat, or house boat whilst in motion.
- d. associated with the suicide, or attempted suicide, of a guest or Homeowner or in connection with or as a consequence of participating in or committing a crime, or an attempt to such an end or caused whilst carrying out activities on which a prohibition has knowingly and willfully been ignored;
- e. associated with false or inaccurate supporting information in a ticket where the entire ticket will become invalid and the concerned year’s terms may also get suspended. This applies even if true statements are provided later.
- f. may or may not be caused but extra cleaning costs is incurred for the Holiday Rental Accommodation.

#### **4. General Conditions**

The Homeowner should:

- a. Undertake everything reasonably possible to prevent, minimise or limit occurrence of any damage;
- b. Provide accurate and honest information while raising a ticket;
- c. to submit original documents;
- d. Adhere to the terms and conditions of this Damage Support.

#### **5. Raise your ticket for Damage Support**

You can raise your Damage Support Ticket via: <https://damage.belvilla.com/> and email us at [damagesupport@belvilla.com](mailto:damagesupport@belvilla.com) within 30 calendar days following the instance of damage and share the invoices no later than 60 calendar days from the date of raising this ticket. Any ticket raised after this period will not be considered by the Company.

#### **6. Disclaimer**

THE HOMEOWNERS UNDERSTAND AND AGREES THAT DAMAGE SUPPORT IS NOT AN INSURANCE PRODUCT AND NO OFFERS OF COMPREHENSIVE COVERAGE OR GUARANTEE OR REIMBURSEMENTS ARE MADE BY THE COMPANY.

#### **7. Disputes & Governing Law**

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