

IMPORTANT NOTE

This version is a general translation of the German General Terms and Conditions and is therefore not binding. The authoritative and legal wording is the German version only.



**General Terms and Conditions for
Collision Damage Waiver Insurance (CDW)
– fully comprehensive insurance for rental vehicles (passenger cars) –**

(Valid from 01/01/2010 for the Lufthansa HON Circle Credit Card Business, Lufthansa Senator Credit Card Business, Lufthansa Frequent Traveller Credit Card Business, Miles & More Credit Card Gold Business)

- § 1 Coverage
- § 2 Duration
- § 3 Scope of coverage
- § 4 Territory
- § 5 Exclusions
- § 6 Claim administration, duties, loss of rights
- § 7 Notices and declarations
- § 8 Field of law and general jurisdiction
- § 9 Insurer
- § 10 Effective date
- § 11 Definitions

§ 1 Coverage

Coverage is provided for loss or damage to the rental car including loss or damage caused by collision of the car with another object or by upset of the car; further:

- a.) the **car rental contract** must be paid by an **eligible credit card holder**,
- b.) the **eligible credit card holder** must be in possession of a valid driver's license for the class of rental car,
- c.) the payment must be made in full by an eligible card holder who has an eligible account.

§ 2 Duration

Coverage is provided per **rental car** and for a maximum duration of 30 days.

Coverage is only provided for one car per rental and term. In the case of two or more simultaneous rentals, coverage is only provided for the first **rental car**; no insurance is provided for the second or other **rental car**.

§ 3 Scope of coverage

The coverage is limited to the **actual cash value** of the **rental car** at the time of loss. The maximum limit of indemnity is € 75,000 per **rental car**, per claim insured against. The **deductible** is € 230,- for each and every loss. The insurance coverage for the **rental car**, as set out in § 1, will only be provided on the basis of an authorized appraisal or an authorized valuation and assessment of damages list (e.g. Eurotax Schwacke). Settlement of the claim for the damaged **rental car** is provided either by payment or by the repair of the rental car, at the discretion of the insurer/underwriter. To the extent stipulated in the **car rental contract**, the eligible credit card holder is also liable for depreciation of costs arising from the loss of rent (max. 14 days). Such costs shall be deducted from the maximum limit of indemnity of € 75,000.

IMPORTANT NOTE

This version is a general translation of the German General Terms and Conditions and is therefore not binding. The authoritative and legal wording is the German version only.

§ 4 Territory

The insurance policy is valid worldwide.

§ 5 Exclusions

Insurance coverage is not provided for:

1. damages caused by willful misconduct;
2. the rental of a vehicle which does not meet the definition of a rental car as defined herein in § 11;
3. damages to the **rental car** that arise through breach of the **car rental contract**;
4. void
5. losses that are covered by any other insurance coverage, e.g.
 - a.) a comprehensive car and property damage insurance policy and/or
 - b.) a fully comprehensive car insurance policy and/or
 - c.) any other prior insurance policy;
6. losses incurred by an unauthorized driver;
7. wear and tear, freezing, mechanical or electronic breakdown, unless caused by other losses covered by this policy;
8. damage to brakes, damage from misuse and deliberate breakage;
9. damage to or destruction of tyres, unless this is the result of an event that has simultaneously caused other damages to the vehicle which are required to be covered against;
10. towage and/or recovery costs;
11. administrative fees that may be charged by the rental company in the case of an incident giving rise to a claim;
12. damages of which the insurer is notified later than 15 working days after the incident giving rise to a claim occurs.

§ 6 Claim administration, duties, loss of rights

The eligible credit card holder shall report all damages in writing to the Lufthansa Miles & More Credit Card Versicherungsservice without delay. The insurer is to be informed of

- a.) how,
- b.) when and
- c.) where (loss location) the incident giving rise to the claim occurred, as well as
- d.) the credit card number of the eligible credit card holder.

In addition, **the eligible credit card holder** shall take the following measures:

- a. report the loss to the police;
- b. permit the insurer/underwriter to inspect and appraise the damaged property before its repair or disposition;
- c. do what is reasonably necessary after loss at the insurer's/underwriter's expense to protect the rental car and
- d. submit a proof of loss as required.

IMPORTANT NOTE

This version is a general translation of the German General Terms and Conditions and is therefore not binding. The authoritative and legal wording is the German version only.

The **eligible credit card holder** shall fill out and retain a copy of the loss report. Upon receipt of the repair invoice, the **eligible credit card holder** shall present the copy of the loss report, as provided to the rental company, a copy of the credit card receipt, a copy of the **entire car rental contract** and a copy of the police incident report.

The insurer shall settle the repair invoice, less the deductible of € 230,- mentioned above, on the basis of the documents described above and the assessment of the insurance policy.

Under this insurance policy, payments for all losses are paid out directly upon receipt of written proof of such a loss and all the information required for the establishment of a claim.

All payments are made to the eligible credit card holder or another authorized party.

Each party or person to whom a claims payment is made by the insurer hereby assigns the rights of recourse against any other party or person to the insurer. The party or person who assigns these rights must take all of the necessary measures in order to secure these rights and must not act in a way which would endanger these rights.

In the 60 (sixty)-day period following the time at which the written evidence of the incident giving rise to the claim was submitted in accordance with the terms and conditions of this policy, the policyholder shall have no recourse to the courts or to assert an authorization endorsement in order to obtain compensation within the framework of this insurance policy.

Loss of rights: If the insured party violates any of the duties towards the insurer, the insurer is released from its obligation to make payments, unless the violation is not the result of either willful misconduct or gross negligence. In the event of a violation of gross negligence, the insurer shall remain obliged to make payments insofar as the violation has not influenced either the establishment of a claim or the ascertainment of or the scope of the payments to be made by the insurer. If this violation of duties was intended to avert or reduce the damage, the insurer shall, in the event of a violation of gross negligence, remain obliged to make payments insofar as the scope of the claim would not have been less if the duty had been fulfilled properly.

§ 7 Notices and declarations

Any notices and declarations intended for the insurer/underwriter should be submitted in writing to

Lufthansa Miles & More Credit Card Versicherungsservice
Postfach
50664 Köln
Germany

Tel.: +49 (0) 180 5/ 05 10 15 *
Fax: +49 (0) 351/50000 - 9459
Email: versicherung@lufthansacard.de

* 14 Ct./Min. from a german landline, not exceeding 42 Ct./Min. from a german mobile telephone system

§ 8 Field of law and general jurisdiction

This insurance policy is governed exclusively by the law of the Federal Republic of Germany, even if the insured party is resident abroad.

§ 9 Insurer

Victoria Versicherung AG, Victoriaplatz 1, 40198 Düsseldorf. A company of ERGO Versicherungsgruppe

§ 10 Effective date

This insurance policy shall begin on January 1, 2010. In accordance with the conditions set out in this agreement, the settlement of claims shall be subject to the proviso that the incident giving rise to the case of loss occurs not before January 1, 2010.

IMPORTANT NOTE

This version is a general translation of the German General Terms and Conditions and is therefore not binding. The authoritative and legal wording is the German version only.

§ 11 Definitions

The words marked in bold in the General Terms and Conditions are defined as follows.

Eligible credit card holder means a credit card holder who, as the renter of the vehicle (who must be at least 21 years old at the time when the rental agreement is concluded), has settled all of the costs arising from the vehicle rental agreement with a valid Lufthansa Miles & More Credit Card (Lufthansa HON Circle Credit Card Business, Lufthansa Senator Credit Card Business, Lufthansa Frequent Traveller Credit Card Business, Miles & More Credit Card Gold Business).

Authorized driver means any other drivers named in the rental agreement, who must meet all of the criteria of the vehicle rental agreement and are not in breach of the General Terms and Conditions for Collision Damage Waiver Insurance (CDW) – fully comprehensive insurance for rental vehicles (passenger cars) and the General Terms and Conditions of the car rental company.

Car rental contract means the entire contract an eligible cardholder receives when renting a car from a rental car agency and which describes in full all of the terms and conditions of the rental, and the responsibilities of all parties to the contract.

Actual cash value means the amount the rental car is determined to be worth, based on its market value, age and condition at time of loss.

Rental car means a land motor vehicle with four or more wheels which is designed for use mainly on public roads, is licensed as a passenger car with no more than seven registered seats, and which the eligible cardholder has rented for the period as shown on the car rental agreement.

This does not include:

1. Vehicles not licensed;
2. Vehicles not required to be licensed
3. Trucks, lorries, transporters, caravans, mobile homes, motor homes, camper vans, camper trailers, motorcycles;
4. Vans and minivans (with more than seven licensed and registered seats);
5. Off-road vehicles, sport utility vehicles and all-terrain vehicles (4x4 vehicles) which are used of public roads;
6. Antique vehicles, (i.e. land motor vehicles which are over 20 years of age or which have not been manufactured for 10 years or more);
7. Vehicles bearing the following brand names: Ferrari, Lamborghini, Porsche, Aston Martin, Bentley, Corvette, Daimler by Jaguar, DeLorean, Excalibur, Jaguar, Jensen, Lotus, Maserati, Maybach, Rolls-Royce.

Valid driver's license

An official document which serves as evidence of the driver's authorization to drive. Holders must have this license with them at all times while driving a passenger car, and must produce it, on demand, to authorized persons for inspection.

Deductible

Amount retained (additional payment) by the eligible credit card holder for each claim made under this insurance policy.

Without delay

Without undue delay (§ 121 Bürgerliches Gesetzbuch, Germany) refers to reasonably prompt action, a criterion that also has a subjective element to it. As soon as the incident giving rise to the insurance claim occurs, the credit card holder must notify the Lufthansa Miles & More Credit Card Versicherungsservice in writing without delay (i.e. without undue delay), as soon as he/she becomes aware of the incident. (Please Note: a 15-day notification period in accordance with section 5(12) must be observed.)

IMPORTANT NOTE

This version is a general translation of the German General Terms and Conditions and is therefore not binding. The authoritative and legal wording is the German version only.