

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 01/01/2008 for the Germanwings Card)

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§ 1 Cover

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 licence for the class of rental car,
- c.) the payment must be made complete by an eligible card holder who has an eligible account.

§ 2 Duration

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

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

§ 3 Scope of cover

The cover is limited to the actual cash value of the rental car at the time of loss. The maximum limit of indemnity is EUR 75,000 per rental car, per claim insured against.

The deductible is EUR 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 authorised appraisal or an authorised 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 that 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 EUR 75,000.

§ 4 Territory

The insurance policy is valid worldwide.

§ 5 Exclusions

Insurance cover is not provided for:

1. damages caused by gross negligence or 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. damages to the rental car that arise from gross negligence conduct in the road traffic, due to driving under the influence of intoxicating substances (e.g. drugs, medicine), to the influence of alcohol, (i. e. the blood alcohol concentration of the driver at the time of the claim – the eligible credit card holder or the authorised person – being over the statutory blood alcohol content, as specified by prevailing court decisions in the relevant country) or reckless driving (e. g. violation of § 1 of the German Road Traffic Act (StVO – Straßenverkehrs-Ordnung));
5. losses that are covered by any other insurance coverage e. g.
 - a.) by a comprehensive car and property damage insurance policy and/or
 - b.) by a fully comprehensive car insurance policy and/or
 - c.) any other prior insurance policy;
6. losses incurred by an unauthorised 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 damage by 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 that are notified to the insurer 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 Germanwings Card Versicherungsservice, without delay. The insurer, is to be informed

- 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.

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

The insurer shall settle the repair invoice, less the EUR 230 deductible 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 as well as all information required for the establishment of a claim. All payments are made to the eligible credit card holder or another authorised party.

The insurance cover provided to eligible credit card holders is invalid if, be it prior to or after the loss in question, the eligible credit card holder in question fails to disclose, or provides false information regarding material facts or circumstances relating to this insurance policy or any of the contractual provisions contained herein, or regarding the eligible credit card holder's entitlement to insurance under this policy, or if the eligible credit card holder has committed fraud or perjury in relation to the aforementioned points.



As soon as the claim is paid by the insurer, the eligible credit card holder is entitled to recover these sums via third parties or other persons. 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 is 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 gross negligence violation, 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 grossly negligent violation, 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

Germanwings Card Versicherungsservice
Postfach 10 17 36
60017 Frankfurt am Main

Tel.: +49 (0) 180 5/20 69 11*
Fax: +49 (0) 351/50000 - 9459
E-Mail: versicherung@germanwings-dkb-cash.de

§ 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

AIG EUROPE, Direktion für Deutschland, Frankfurt

§ 10 Effective date

This insurance policy shall begin on January 1, 2008. 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 after January 1, 2008.

§ 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 Germanwings Card.

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Authorised 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 card holder receives when renting a car from a rental car agency which describes in full all of the terms and conditions of the rental, as well as 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 card holder has rented for the period as shown on the car rental agreement.

This does not include:

1. Vehicles not licensed;
2. Vehicles not be required to be licensed
3. Trucks, lorries, transporters, caravans, mobile homes, motor homes, camper vans, campers, trailers, motorcycles;
4. Vans and mini-vans (with more than seven licensed and registered seats);
5. Off-road vehicles, sport utility vehicles and all-terrain vehicles (4x4 vehicles) which are used off public roads;
6. Antique Vehicle means a land motor vehicle which is over 20 years of age or one which has 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 licence

An official document which serves as evidence of the driver's authorisation to drive. Holders must have this licence with them at all times while driving a passenger car, and must produce it, on demand, to authorised 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 Germanwings Card Versicherungsservice in writing without delay (i.e. without undue delay), as soon as he/she becomes aware of the incident. (NB: a 15-day notification period in accordance with section 5(12) must be observed).