

Annex 1 (“Supplementary Provisions to the General Terms and Conditions (GTC)

Deductible (SB / Selbstbehalt) & Damage Handling

1. Definitions

Any damage, destruction, or loss of the rental vehicle, as well as consequential costs (e.g., towing).

Insured Event: A single, temporally and spatially related occurrence that causes damage (e.g., collision/impact, an act of vandalism, a stone chip incident).

Deductible (SB): The amount specified in the rental agreement up to which the renter is liable in the event of an insured event and which is charged per claim.

2. Principle of “Deductible per Insured Event”

- a) Under the agreed comprehensive coverage, the renter is liable up to the amount of the agreed deductible for each insured event.
- b) If the repair/damage costs exceed the deductible, the renter is liable for a maximum of the deductible; if the costs are lower, only the actual costs must be reimbursed.
- c) The deductible is contractually agreed upon; there is no legal obligation to pay a deductible.

3. Multiple Claims / Definition of an Insured Event

- a) One event = one deductible: Multiple instances of damage resulting from the same, related event (e.g., a collision that damages both the side mirror and the bumper) are considered a single insured event.
- b) Separate incidents = multiple deductibles: If damage occurs at different times or due to causes independent of one another (e.g., a stone chip on the windshield on March 10 and curb damage to the rim on March 24), each constitutes a separate insurance claim.
- c) Delineation & Evidence: The renter must report the circumstances of the damage immediately and in a comprehensible manner. Car4Life may request appropriate evidence for delineation (photos/videos, police report, witnesses) and may consult check-in/check-out logs, telematics, or location data (to the extent permitted by law). If multiple instances of damage cannot plausibly be attributed to a single event, they shall be considered separate insurance claims.

4. Special Provisions (Glass, Tires, Rims, Roof, Underbody, and Windshield)

- a) For damage to glass, tires, rims, the roof, the underbody, and the windshield, the deviating deductibles or exclusions specified in the rental agreement or in the rate overview apply.
- b) If a “Zero Deductible” or “Reduced Deductible” package is purchased, the deductible is waived or reduced in accordance with the package terms; specifically excluded are damages caused by gross negligence or intent, violations of the rental terms, driving by unauthorized persons, etc.

5. Exclusions / Obligations

- a) Gross negligence, willful misconduct, alcohol/drug use, racing/driftting, off-road driving outside of authorized routes, damage to cargo or structural damage caused by failure to observe restrictions, driving by unauthorized drivers, or driving without a valid driver’s license may result in partial or complete loss of insurance coverage; in which case the renter is liable in accordance with statutory provisions (to the extent permitted by law).
- b) Reporting obligations: Damage must be reported immediately; in the event of theft, vandalism, or a hit-and-run, a report must be filed with the police immediately and a copy must be provided to Car4Life. Violations of reporting and cooperation obligations may result in reductions in benefits or coverage (to the extent permitted by law).
- c) Car4Life is entitled to obtain expert opinions, commission repairs, and base its assessment on economic total loss if a repair is economically unreasonable.

6. Billing, Due Date & Security Deposit

- a) The deductible, as well as uninsured damages, downtime costs (to the extent contractually agreed), and incidental costs (e.g., towing, expert opinions) are due upon invoicing and may be offset against the deposit or collected by debiting the deposited payment method, provided this is contractually agreed.
- b) Car4Life may charge a processing fee in accordance with Section 15 of the Terms and Conditions, provided such a fee is permitted by law.
- c) Excess amounts are calculated on a sliding scale based on vehicle category and as specified in the rental agreement for each claim. Damage to glass, tires, rims, the roof, underbody, or windshield will be billed separately.
- d) All excess amounts are displayed exclusive of VAT.

7. Goodwill

Goodwill gestures (e.g., reduction or waiver of the deductible, or billing for only specific items such as side mirrors or windshields) are provided without acknowledging any legal obligation, are handled on a case-by-case basis, and do not establish any entitlement for the future.

8. Examples (non-binding)

- a) One incident / one deductible: While parking, the right side mirror is knocked off and damage to the bumper occurs at the same time. One insurance claim → one deductible.
- b) Two incidents / two deductibles: Stone chip on the windshield on Monday; separate damage to the rim caused by a curb two weeks later. Two insurance claims → two deductibles.
- c) Vandalism / one deductible: Several body parts are scratched overnight. One incident → one deductible (report required).
- d) Unclear multiple damages: Upon return, dents are found in various places without a conclusive common cause. Separate insurance claims, unless a plausible classification as a single incident is possible.

9. Consumer Information / Severability

- a) Mandatory consumer protection regulations (KSchG) apply to consumers. Unclear or surprising clauses to the detriment of the consumer shall not apply.
- b) If individual provisions are or become invalid, the validity of the remaining provisions shall remain unaffected. An appropriate and valid replacement provision shall take the place of the invalid provision.

Attachment: “SB-0 / Reduced Deductible”

Scope of Coverage: Depending on the agreement, a reduction of the deductible to €0 may be possible.

Excluded: Gross negligence, intent, alcohol/drugs, unauthorized drivers, height/undercarriage damage caused by disregarding restrictions, tires/rims, windshield, interior damage, operating errors, and liquid damage.

Requirements: Timely claim notification, complete documentation (photos, police report if required).

Exclusions/Limitations: As per the contractual agreement.