

Miles & More terms and conditions of participation

(valid from 1.1.2024)

The Miles & More loyalty programme (“Miles & More”) rewards the loyalty of its members. Through Miles & More, members are offered the option of earning miles and Points with the operators and redeeming miles.

The operators and co-issuing partners of Miles & More are Miles & More GmbH (“MMG”) and Deutsche Lufthansa Aktiengesellschaft (“Lufthansa”) (MMG and Lufthansa are both respectively deemed to be an “operator”). The operators reserve the right to appoint selected companies as co-issuing partners (such as Austrian Airlines Group, Brussels Airlines, LOT Polish Airlines, Luxair and Swiss International Air Lines). A complete list of co-issuing partners can be found at www.miles-and-more.com/jointpartner.

These Miles & More terms and conditions of participation apply generally to earning miles and Points, to redeeming miles and the general operation of Miles & More. Special regulations may also arise from other applicable terms and conditions (e.g. general terms and conditions for Miles & More flight awards or general terms and conditions of use for Miles & More Online Shopping). In addition, specific points of the programme may be announced via the Miles & More communication channels (e.g. Miles & More mailings, Miles & More websites/apps).

1 Membership

1.1 Persons eligible for membership

Persons eligible for membership are exclusively individuals (natural persons) who are at least two years old and who are residents in a country in which Miles & More is offered. In the case of minors, representation by and consent of a legal representative (such as a parent or legal guardian) are required for the effective conclusion of a contract.

The place of residence shall be the actual physical home (primary residence) of the member. Members shall provide their correct contact information and always keep such up to date. Upon request, proof of personal details and place of residence shall be provided by the member. Members are required to provide a valid email address.

There is no legal entitlement to membership of Miles & More. The operators may refuse anyone acceptance as a member of Miles & More with no reason provided.

1.2 Completion of contract and start of membership

The contract relating to Miles & More membership is concluded by way of registration using the online forms provided for this purpose (the offer) and the supply of a personal service card number by the operators (the acceptance).

Where an applicant is already a member of Miles & More, a new application to open another personal membership account is not permitted, i.e. only one member account can be opened and held per person.

In the event of being issued a physical Miles & More service card, this remains the property of the operators and must be handed in to one of the operators on request.

1.3 Personal identification number (PIN) and other access details

The member must set up a PIN to enable personal identification for authentication in the Miles & More Service Centre. In order to prevent any fraudulent use of the card, they must ensure that no unauthorised third party knows or can obtain the PIN or the other Miles & More access details.

Any fraudulent use of the access details, or suspicion thereof, shall be reported to the Miles & More Service Team without delay. The operators are not liable to the member for any damages that arise as a result of the member's negligent failure or delay to report any fraudulent activity.

Nor are operators liable for any damages that result from the fact that third parties were able to gain unauthorised access to the member's account because the member had failed to protect their account using the two-factor or multi-factor authentication offered by the operators.

1.4 Electronic mailbox

1.4.1 Setting up an electronic mailbox

The operators can set up an electronic mailbox for members which can be accessed using their member account, to be used for electronic communication related to Miles & More membership. The operators will inform members about the electronic mailbox that has been set up by email using the email address provided by the member in their account.

1.4.2 Receipt of documents

The members hereby agree to receiving documents relating to their membership of Miles & More by the operators using the electronic mailbox, if applicable. There is no specific right for members to demand that certain documents or all documents are provided electronically in the electronic mailbox. Once an electronic mailbox has been set up, the documents provided through the electronic mailbox will no longer be sent physically. This excludes any documents for which legal requirements may require physical delivery or for which the operators believe that physical delivery is expedient and in the interests of the member. The operators shall inform members by email using the email address provided by the member in their account whenever a new document is sent to the member's electronic mailbox. The members are responsible for checking their electronic mailbox for new documents on a regular basis. This check is particularly important if current transactions make it likely that new documents will be delivered, or if the member has been informed of the delivery of a new document. The documents sent to the electronic mailbox are provided in PDF/A format (which cannot be edited) and can be downloaded.

1.4.3 Retention of documents

The documents sent to the electronic mailbox are held in the electronic mailbox for the term of the contract agreed with the operators for membership of Miles & More and for a period of at least three (3) calendar years after its termination. At the end of this period, the operators may delete the documents from the electronic mailbox (without any prior notification to the member). It is up to the member to download any documents they require and archive them permanently before they are deleted.

2 Miles and Points

2.1 General

2.1.1 Overview

As part of Miles & More, miles, Points, Qualifying Points and HON Circle Points can be earned.

The miles earned under the Miles & More programme can be used to obtain the available awards.

Points cannot be redeemed for awards; they are only used as counters towards a particular status of membership.

Points, Qualifying Points and HON Circle Points determine frequent flyer status. Points and Qualifying Points are used to achieve Frequent Traveller and Senator status; HON Circle Points are used to achieve HON Circle Member status. Unless an explicit distinction is made in these terms and conditions of participation between the various types, "Points" referred to in these terms and conditions of participation always mean Points, Qualifying Points and HON Circle Points.

Miles and Points can only be used for the purposes explicitly listed in these terms and conditions of participation, other relevant provisions and the Miles & More communication channels. There is no option to convert or cash in miles and Points for euros or any other currency. Members can view their current mileage and Points balance when they are logged in to their digital member account.

2.1.2 Other customer loyalty programmes

Neither miles nor Points nor the member account itself can be transferred to third parties. Trading in miles and Points (in the form of a sale, exchange, auction or any other transfer to a third party) is forbidden. Arranging trading in miles or Points, the purchase of miles or Points by members or third parties, and the unauthorised claiming of miles or Points – or the benefits that can be acquired using miles or Points – are also forbidden. Any provisions to the contrary will be explicitly published in the Miles & More communication channels.

2.1.3 Transferability of miles and Points, and trading in miles and Points

Neither miles nor Points nor the member account itself can be transferred to third parties. Trading in miles and Points (in the form of a sale, exchange, auction or any other transfer to a third party) is forbidden. Arranging trading in miles or Points, the purchase of miles or Points by members or third parties, and the unauthorised claiming of miles or Points – or the benefits that can be acquired using miles or Points – are also forbidden. Any provisions to the contrary will be explicitly published in the Miles & More communication channels.

2.2 Earning miles and Points

2.2.1 General

Miles and Points can be earned with the operators as soon as membership begins. Miles and Points can only be credited for services purchased by the member for themselves. When using the services of the Miles & More partner companies, the member must be the one utilising the services in order for the miles and Points to be credited by the operators.

The person who is invoiced for such services of the Miles & More partner companies is irrelevant in this case. Miles and Points cannot be acquired for a payment in cash.

2.2.2 Special provisions for flights

For each segment of a fully paid scheduled flight actually flown (provided this is confirmed by the airline operating the flight) that is operated by Lufthansa, a co-issuing partner or a Miles & More partner company, the member's account will be credited with miles and/or Points – subject to the provisions in sections 2.2.6 and 2.2.7. The basic precondition for this is that the name recorded for the passenger fully matches the name that applies to the Miles & More member account.

The miles credited are based, depending on the booking procedure used, on the ticket price paid incl. airline surcharges or the booking class paid for; the Points credited depend on the travel class bought. Booking classes that qualify for earning miles and/or Points, as well as the type and quantity of miles and/or Points credited, are calculated for flights according to the rules that applied and were published in the Miles & More communication channels at the time of booking. Points can only be credited for a flight if miles are also credited for that same flight.

2.2.3 Special provisions for hotels and car rentals

The member's account will be credited with the relevant miles – subject to the provisions in sections 2.2.6 and 2.2.7 – for each fully paid stay by the member with a Miles & More (hotel) partner company at a rate that qualified for earning miles at the time the accommodation contract was agreed. The same applies to each fully paid vehicle rental from a Miles & More (car rental) partner company at a rate that qualifies for earning miles.

Several consecutive nights' accommodation are considered to be one "stay". The same applies if the member checks in again within one day after checking out at the same hotel. A "rental" is the hire and personal use of a vehicle by the member for a minimum of one day, or the hire of several vehicles on consecutive days, at one or more branches belonging to a Miles & More (car rental) partner company in the same town or city.

2.2.4 Special provisions for payment cards

When a Miles & More payment card (e.g. the Lufthansa Miles & More Credit Card) is used, the cardholder earns miles that are credited to their member account. The use of the payment card is governed by the terms and conditions of the issuer of the relevant Miles & More payment card.

2.2.5 Other ways to earn

Other short-term or long-term options for earning miles and Points, and their terms and conditions, may be announced in the Miles & More communication channels or by the relevant Miles & More partner company.

2.2.6 Credit exclusions

Miles and Points will not be credited for flights for certain booking or travel classes, certain special rates, e.g. reduced industry fares (ID, IP, AD, GE, UD, DG, PEPs, etc.), for services booked by redeeming earned miles, free flights or services for which the member receives benefits under other bonus programmes. More details are set out in the Miles & More communication channels. Prior to booking or purchasing the relevant service, other services may also be excluded from credits of miles and Points where this is stated.

Miles and Points will also not be credited in cases where the underlying service is not utilised or where a refund is given for the agreed charge for the service.

2.2.7 Crediting procedure

Miles and Points will only be automatically credited to the member's account if the Miles & More customer number or card number is quoted or the digital Miles & More service card or another customer card that qualifies for earning miles and Points is presented at the time when the service that qualifies for earning miles and Points is utilised. The credit is made after the relevant service has been both utilised and paid.

Miles and Points that are not automatically credited may be credited to the member's account within six (6) months of the utilisation and payment of a service that qualifies for earning miles and Points. In this case, the member must provide a full set of documents (e.g. a copy of the boarding pass and the passenger receipt, the bill for the hotel or car rental, or the proof of purchase of another product or another service). Physical documents that are sent to an operator will be scanned and archived digitally. The originals will then be destroyed. There is no right to require the return of the documents that are submitted.

If a credit is made despite a reason existing for its exclusion under section 2.2.6, or if a credit is issued incorrectly for other reasons, the operators reserve the right to reverse the relevant credit.

2.3 Redeeming miles

2.3.1 General

Members can redeem their miles with the operators for awards as soon as their member account has the necessary credit balance, provided at least one credit represents automatically credited miles based on the utilisation of a service under section 2.2 (retroactive credits and free credits effected under a promotion, for example signing up for a newsletter, are not treated as credits for the purposes of this rule). This is subject to the availability of awards in accordance with section 2.3.5. Available awards and the number of miles required for each will be published in the current Miles & More communication channels and/or the terms and conditions of the Miles & More partner companies.

Neither the operators nor the co-issuing partners have any influence on the services provided by Miles & More partner companies. Therefore, neither the operators nor the relevant co-issuing partner are responsible for the availability of the services provided by Miles & More partner companies (e.g. flights, hotel stays, car rentals, purchase of other products or services) and the appropriate performance of these contracts. Such services are governed by the terms and conditions of the relevant Miles & More partner company.

2.3.2 Flight awards

Flight awards can be claimed for selected scheduled flights operated by Lufthansa, a co-issuing partner or a Miles & More partner company as well as for selected charter flights. The number of miles required for each and the terms and conditions of booking for the relevant flight award can be found in the current general terms and conditions for Miles & More flight awards at the time of booking and the Miles & More communication channels. The operating airline's general terms and conditions of carriage shall apply to the flight claimed as a flight award, except where otherwise specified in the general terms and conditions for Miles & More flight awards.

2.3.3 Other awards

Other awards, the terms and conditions for claiming them and other possible uses for miles will be published separately in the current Miles & More communication channels.

2.3.4 Award claims

Depending on the relevant award, awards may be claimed from the relevant operator, a co-issuing partner or a Miles & More partner company after providing proof of status as a valid member (e.g. by logging in).

Various awards may require booking in advance. Further information can be obtained from the Miles & More communication channels.

2.3.5 Availability and special terms and conditions for awards

The availability of awards may vary depending on the date, season and destination. Some awards may not be available at certain times. Awards cannot be combined with certain price-reduced services (see section 2.2.6).

2.3.6 Issuing award documents

If the claimed award is available, the member will receive electronic award documents (award tickets, upgrade award certificates or documents for other awards). A paper copy of an award document will only be sent where it is not possible to issue it in the standard electronic form as an electronic ticket or eUpgrade, or if electronic documents cannot be accepted for other awards.

Award tickets and upgrade award certificates remain valid for twelve (12) months from the date of issue. The validity of other award documents (e.g. for an adventure, car rental, hotel or tourism award) can be found in the relevant Miles & More communication channels.

2.3.7 Transferability and trading of award documents

Award documents, particularly award flight tickets, may only be given away to people for their own use if the member has a personal, mutual relationship with them, such as relatives, friends and acquaintances. Any trading in award documents (in the form of a sale, exchange, auction) or any other transfer to a third party is forbidden. It is also forbidden to arrange any such trading or transfer, or to redeem wrongfully acquired award documents. Miles & More Gift Cards and eVouchers count as award documents within the meaning of this section 2.3.7.

2.3.8 Fraudulent acquisition

In the event of the fraudulent acquisition of miles and/or award documents (see sections 2.1.3 and 2.3.7 [2]), the operators reserve the right to refuse the redemption of wrongfully acquired miles and to block or confiscate award documents obtained using wrongfully acquired miles.

The right to terminate in accordance with section 4 and the right to assert further claims against the member, including claims for damages, remain unaffected by this.

In the event that awards are obtained using miles acquired fraudulently by the member (see section 2.1.3), the operators reserve the right to demand compensation for damages especially if, after deduction of the fraudulently acquired miles, the account balance is insufficient to claim the award. In particular, the operators reserve this right if the member's account has a negative mileage account balance in connection with other cases of fraudulent use or of the member behaving contrary to the rules.

2.3.9 Expiry of miles

If miles are not redeemed for an award within 36 months of being applied to the member account (start of the relevant flight, start of the hotel stay, start of car rental, etc.), they will expire at the end of the following quarter, unless a longer expiry period has been announced in the Miles & More communication channels.

The expiration of miles will be indicated separately in the Miles & More account information or in the member account at least one quarter before the relevant expiry date.

2.3.10 Taxes, surcharges and service charges

All additional costs such as taxes, fees, surcharges to be paid to the relevant airlines and service charges associated with the issue or utilisation of an award shall be borne by the member. Information about the amounts due for taxes, fees, surcharges and any service charges can be found in the Miles & More communication channels or acquired from the relevant Miles & More partner company.

2.4 Frequent flyer status of a member

Miles & More members can achieve various frequent flyer statuses. The relevant frequent flyer status depends on the number of Points, Qualifying Points and HON Circle Points earned in a predefined time period. At the end of the defined period, Points, Qualifying Points and HON Circle Points will start to be counted from zero again. Promotions may also offer other ways to achieve frequent flyer status. Different benefits are associated with each frequent flyer status. More information about the qualification criteria, the duration of a frequent flyer status and its associated benefits are set out in the Miles & More communication channels. The benefits associated with a frequent flyer status may also be claimed from the Miles & More partner companies.

In the event of fraudulent acquisition of Points (see section 2.1.3), the operators reserve the right to withdraw any frequent flyer status awarded on the basis of wrongfully acquired Points.

The right to terminate in accordance with section 4 and the right to assert further claims against the member, including claims for damages, remain unaffected by this.

3 Linking to Travel ID

A member can link their Miles & More profile to their Travel ID profile. In this case, the Travel ID terms and conditions of use apply alongside these terms and conditions of participation. This is the only way to enable the member to also log in to their Miles & More account using their Travel ID and for all their data to be managed by the Travel ID operators.

Membership of Miles & More remains unaffected by termination of the Travel ID contract. In this case, the option to log in to the member account using the email address and password stored for the Travel ID service shall no longer be available.

Termination of membership of the Miles & More programme terminates the Travel ID contract at the same time.

4 Termination and banning

4.1 Termination and banning

4.1.1 Ordinary termination

The member may duly terminate the contractual relationship in writing at any time without any notice period being required.

Ordinary termination by the operators is possible without stating any reason, subject to four (4) weeks' notice. If the member has frequent flyer status at the time of the notice of termination, they will retain this and all its benefits until it expires. In this case, these terms and conditions of participation will continue to apply as relevant to the member with respect to their frequent flyer status following the termination. For clarification: it is not possible to renew the frequent flyer status or achieve a higher status after the termination.

4.1.2 Extraordinary termination

Regardless of any existing frequent flyer status, extraordinary termination without notice by the operators for cause (together with the related exclusion from membership of Miles & More) may also apply subject to the relevant legal provisions.

For cause means the serious, culpable violation by the member of the terms and conditions of participation or conditions of carriage of Lufthansa, a co-issuing partner or a Miles & More partner company, or against any other Miles & More rules agreed with the member.

Cause is also present if the member (i) trades fraudulently in miles, Points and/or award documents (see sections 2.1.3 and 2.3.7 [2]), (ii) provides significant false information, (iii) displays behaviour that causes discomfort or harm to an operator's employees or customers (e.g. passengers) or those of a co-issuing partner or a Miles & More partner company or (iv) fails to follow instructions given by the relevant staff members, especially on board or in a lounge.

Except in the case of Section 323 (2) of the German Civil Code, an extraordinary termination can only be carried out after a period that was applied for remedial action has expired unsuccessfully, or after a warning has been ignored.

4.1.3 Banning the member

In the cases described in section 4.1.2 and subject to the conditions stated there, instead of applying an extraordinary termination, the operators may decline to award frequent flyer status, withdraw individual benefits of the relevant frequent flyer status, or withdraw the frequent flyer status itself.

In addition, the operators have the right to suspend the member's account temporarily in the cases described in section 4.1.2 and subject to the conditions stated there. The suspension shall be lifted once the circumstances that gave rise to it no longer exist.

4.1.4 Renewed membership and settlement

Renewed membership of Miles & More is prohibited following a termination by the operators. These terms and conditions of participation continue to apply to the settling of the relationship following termination.

4.2 Mileage validity on termination

4.2.1 In the event of ordinary termination

In the event of ordinary termination by an operator, miles shall continue to be valid for a period of twelve (12) months from the date of the termination, unless they expire earlier under section 2.3.9. If the member has more than 500,000 miles in their account at the time the termination takes effect, the miles will continue to be valid for a period of 36 months after the date of termination, unless they expire earlier in accordance with section 2.3.9.

4.2.2 In the event of extraordinary termination

In the event of justified extraordinary termination without notice by an operator, miles shall continue to be valid for a period of six (6) months after the date of termination, unless they expire earlier in accordance with section 2.3.9.

4.3 Programme termination

The operators reserve the right to discontinue Miles & More at any time and to duly terminate the membership agreements. Sections 4.1 and 4.2 apply to such terminations. The same applies where Miles & More is replaced by a different programme. In this case, the member also has the right to terminate in accordance with section 4.1. The same applies if the operators of Miles & More change. Section 4.2 applies in both cases.

5 Other

5.1 Liability

The following applies to loss or damage suffered by members in connection with their membership which was caused by an operator, a co-issuing partner or their relevant agents: in the case of intention or gross negligence or where a guarantee exists, liability shall be unlimited. In the event of a minor negligent breach of material contractual obligations, liability shall be limited to the property damage and financial loss attributable to this in the amount of the foreseeable loss or damage as it typically occurs. A material contractual obligation is an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on fulfilment of which members may reasonably rely. There is no liability in the case of a minor negligent breach of non-material contractual obligations. The above limitations on, and exclusions of, liability do not apply to claims relating to any injury to life, limb or health, or that are made under the Product Liability Act.

5.2 Data protection

The member's personal data relating to their membership will be processed by the operators for the operation of Miles & More. More information about the operation of Miles & More and data handling can be found at www.miles-and-more.com/dataprotection.

These data include in particular the data provided by the member on registration and during the course of their membership ("master data"), as well as any data received by the operators, co-issuing partners or Miles & More partner companies in the context of their membership (especially when earning and redeeming miles and Points) ("programme data").

Personal data may be forwarded to co-issuing partners for the administration, further development and marketing of Miles & More as their own programme,

- if the member registered with Miles & More via a co-issuing partner; in this case, the member's master data regarding their Miles & More card number and their programme data relating to the co-issuing partner's services may be shared with the co-issuing partner,
- if the co-issuing partner is an airline and the member's place of residence is located within the home market of this co-issuing partner; in this case, the member's master data, Miles & More card number and programme data may be shared with the co-issuing partner,
- if the co-issuing partner is an airline and the member uses flights operated by this co-issuing partner; in this case, the member's programme data may be shared with the co-issuing partner in addition to their master data,
- if the member has achieved frequent flyer status with a co-issuing partner; in this case, in addition to their master data and programme data related to the co-issuing partner's services, the member's status data may be shared with the co-issuing partner.

Moreover, the Lufthansa Group airlines (as listed at www.miles-and-more.com/jointpartner) have combined their customer loyalty activities. This means that the member's master data and the status and programme data obtained by any one Lufthansa Group airline are managed in a joint database for all Lufthansa Group airlines. This data may in particular be processed and used in aggregate form (that is, with no possibility of a particular member being identified) to analyse the administration, further development and marketing of Miles & More.

In addition to the above-mentioned purposes, personal data may also be processed by the operators, co-issuing partners and/or Miles & More partner companies on the basis of a separate consent given by the member for other purposes (in particular for mailing information about Miles & More or offers from the operators, co-issuing partners or Miles & More partner companies, including analyses to prepare for such mailings).

Further information on the processing of personal data by Miles & More can be found in the Miles & More data protection notice. This can be accessed at www.miles-and-more.com/dataprotection.

5.3 Loss, theft, damage or fraud

Loss, theft, damage or fraud involving the Miles & More service card or the details that provide access to the member account shall be immediately reported to the Miles & More Service Team. When necessary, this allows the member account to be locked and a new Miles & More service card to be issued or a new service card number to be generated.

5.4 Changes to the programme or to the terms and conditions of participation

The operators reserve the right to make changes or additions at any time to the terms and conditions of participation, the awards or other processes for Miles & More described in the Miles & More communication channels, providing these do not discriminate against the member in bad faith. Operators may under no circumstances be liable for changes resulting from legal requirements in a specific jurisdiction.

Changes or additions to the awards or other processes for Miles & More described in the Miles & More communication channels will be announced in the Miles & More communication channels.

Changes or additions to these terms and conditions of participation will be announced in writing. Changes or additions to the terms and conditions of participation are deemed to be accepted unless the member submits an objection in writing within two (2) months of their announcement. The operators will refer to this consequence specifically in the announcement. If a member rejects the change or addition, their membership can be terminated as an ordinary termination in accordance with section 4.1 of the terms and conditions of participation.

5.5 Text and language of contract

The terms and conditions of participation can be downloaded and printed out. They are available in German, English and other languages as stated in the Miles & More communication channels.

5.6 Applicable law, jurisdiction

The contractual relationship is governed by German law. Where the member is a consumer and the mandatory legal consumer protection measures of the member's country of residence include conditions that are more beneficial for them, these conditions shall prevail regardless of the application of German law.

If the member is a merchant, the place of jurisdiction is Frankfurt am Main, Federal Republic of Germany. The same applies if the member does not have a general place of jurisdiction in Germany and is not resident within the European Economic Area (EEA). If the member is a consumer who is resident in Germany or another country within the EEA, they can choose to submit their claims either to the court with jurisdiction at their place of residence or the court with jurisdiction at the registered office of the operators. If the operators want to enforce their rights against a member who is a consumer and resident in Germany or another country within the EEA, they can only do so at the court with jurisdiction at the member's place of residence. Moreover, legal action may also be taken against a member in their general place of jurisdiction or in any other place where there is legal jurisdiction.

The operators are not obliged to participate in any arbitration proceedings and will also not offer participation in any such proceedings.

