# EURAIL AND INTERRAIL PASS CONDITIONS OF USE SCIC–RPT 2020

SPECIAL CONDITIONS OF INTERNATIONAL CARRIAGE FOR JOURNEYS USING RAIL PASS TICKETS

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# SECTION I The Product

## **1** Basis for carriage

Eurail B.V. is the entity managing the Eurail Pass and Interrail Pass products and represents a cooperation effort between various railway undertakings and ferry operators (participating carriers). Through the facilitation of Eurail Group the purchased Eurail or Interrail Pass represents a "contract of carriage' between the Pass holder and the relevant participating carriers involved in a journey. A list of the participating carriers can be found on page 14.

This document represents the Special Conditions for International Carriage for journeys using Rail Pass Ticket (SCIC-RPT). It outlines the participating carriers and validity for each respective Eurail and Internail Pass product offered by Eurail B.V. The SCIC-RPT presents conditions additional to or derogating from the respective rules and regulations applicable to or made compulsory by the carriers participating in our products. As specialized rules accepted by all participating members, the derogating conditions of the SCIC-RPT take precedence over the General Conditions of Carriage for Rail Passengers. Pass holders are subject to these Conditions of Use and to the Conditions of Carriage of the carrier(s) applicable to the Eurail and Internail Pass, as well as to the applicable EU and international law, cited

herein.

The following two paragraphs present the list legislations applicable to your journey, depending on the Pass category, that you have chosen.

#### 1.1 The international carriage of passengers by rail is subject to:

- in so far as it is applicable in the various countries and to the services in question, the Passenger's Rights Regulation, (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR)<sup>1</sup>, including the CIV Uniform Rules in the version of Annex I to the PRR;
- the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)<sup>2</sup>, when adopted by the carriers involved in the transport.
- these SCIC-RPT as published at Eurailgroup.org and available through the Rail Planner App
- the law to which a carrier by sea is subject and to the special conditions laid down for maritime sections in mixed rail/sea carriage.

#### 1.2 Domestic journeys by rail

Journeys with a One Country Passes, with the exception of Benelux and Scandinavia One Country Pass are subject to:

<sup>&</sup>lt;sup>1</sup> The text of the EU Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR) can be found at: <u>https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:315:0014:0041:EN:PDF</u>

<sup>&</sup>lt;sup>2</sup> The General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) are available at the website of the International Rail Transport Committee (CIT): <u>https://www.cit-rail.org/secure-</u>

media/files/documentation/passenger/gcc\_civ-prr/amendment\_8\_gcc\_civ-prr\_en\_2017-10-01\_corr.pdf?cid=55700\_

- in so far as it is applicable in the various countries and to the services in question, to Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR) including the CIV Uniform Rules in the version of Annex I to the PRR;
- the applicable national law;
- the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) in so far as the carriers involved in the transport have declared that they will apply them;
- these SCIC-RPT, as published at Eurailgroup.org and available through the Rail Planner App; together with the participating carrier's conditions of carriage for domestic traffic, supplemented as appropriate. The SCIC-RPT takes precedence over the domestic regulations for international tickets.

#### 1.3 Legislation applicable to the participating carriers

The procedural legislation applicable to the international carriage of passengers applicable to the carriers participating in the Eurail and Interrail Pass offer is the "Convention concerning International Carriage by Rail (COTIF) of 1999 and its Appendix A the "Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)". The text of the convention and the relevant amendments can be found at the <u>COTIF website</u>.

## 2 Eligibility for Eurail and Interrail

Eurail B.V. offers several variations of Rail Passes. Each type of Rail Pass has its own conditions and validity (age, use, duration, etc.). These specific conditions are all part of the offer.

#### 2.1 Interrail Pass eligible customers

Interrail Passes are available to all persons in possession of a valid passport/identity card or a residence permit of one of the countries of the European Union and the countries listed hereafter, or persons officially residing in one of the countries of the European Union and the countries listed hereafter:

Albania, Andorra, Belarus, Bosnia-Herzegovina, Gibraltar, Iceland, Kosovo, Liechtenstein, Moldova, Monaco, Montenegro, Nord Macedonia, Norway, Russian Federation, San Marino, Serbia, Switzerland, Turkey, Ukraine and Vatican City.

#### 2.2 Eurail Pass eligible customers

Eurail Passes are available to all persons who are not in possession of a passport/identity card or residence permit of any of the member states of the European Union, or one of the countries mentioned in the previous paragraph.

## 2.3 Citizenship and residency

Citizenship can be proven by means of a valid passport or legal equivalent. Residency can be proven by means of official residence documents issued by the government. This must be a document that clearly proves that the Customer is registered in the country where they live. Such documents vary per country.

Your citizenship or country of residence must be indicated during the order process and the corresponding country will be printed on your actual Pass. In case the country where you live - your official country of residence - is different than the nationality indicated in your passport or legal

equivalent, for the purpose of applying clauses 2.1 and 2.2 of Section I, your country of residence prevails and should be indicated when ordering the Pass.

Travelling with a Pass inconsistent with the conditions set out in the previous paragraph will be considered as travelling without a valid Pass or ticket, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 of Section II.

# 3 The Pass offers

#### 3.1 General description of the product

For the purpose of this document a person in possession of a valid Eurail or Interrail Pass is referred to as a Pass holder.

Both Eurail and Interrail Passes are Pass products which give the Pass holder the right to travel on the network supported by the participating carriers, for which his/her Pass is valid during a defined period. Reservation costs or surcharges are not included.

Both Eurail and Interrail Passes also entitle the Pass holder to price reductions (Benefits) on the special offers of some carriers and non-transportation organisations as listed in the Rail Planner App and Eurail's Benefits portal<sup>3</sup>.

#### 3.2 Pass categories

The standard offer consists of 2 main categories of Eurail and Interrail Passes, all available for 1st and 2nd class (except for the Interrail Norway Pass and the Greek island Pass 5 day which are available for 2nd class only).<sup>4</sup>

- 1. Global Pass
- 2. One Country Pass

Each of the above categories has its own geographical validity and/or validities in travel days.

All Passes, with the exception of the "Continuous" Passes, are "Flexi" Passes entitle the Pass holder to a of specified number days of travel within a fixed overall period. The Continuous Pass entitles travelling daily within the period of validity of the Pass.

#### 3.3 Traveller categories

The following traveller categories are available:

- 1. Adult (Full Fare)
- 2. Youth
- 3. Child
- 4. Senior

<sup>&</sup>lt;sup>3</sup> <u>https://benefitsportal.eurailgroup.org/?</u>

<sup>&</sup>lt;sup>4</sup> For a complete overview of the all Interrail and Eurail offers please refer to the table below.

## Adult (Full Fare)

The category Adult is a "Full Fare" Pass.

#### Youth

The category Youth is available for travellers who are younger than 28 years of age on the first day that the Pass is valid.

#### Child

Children aged 4-11 can travel for free, when travelling together with someone holding an Adult Pass. The free Child pass is available for travellers from 4 years of age up to and including 11 years of age on the first day that the Pass is valid. Children younger than 4 years of age can travel for free and without a Pass, unless a separate seat or bed is requested. In that case a separate Child ticket or Pass may be required. Up to two children can travel for free with any one adult. The adult they travel with does not have to be a family member, just any adult over the age of 18 at the time of travel. The free Child Pass offer is valid for up to two children per Adult Pass. In case an Adult Pass holder would like to travel with more than two children, an additional separate Youth Pass must be purchased for this/these child(ren). A Child Pass has an identical validity as the accompanying Adult Pass (e.g. same class, number of travel days and overall validity).

#### Senior

The category Senior is available for travellers aged 60 and older on the first day of validity of the Pass.

#### 3.4. 1st and 2nd class

The Pass is valid for travel in the class indicated on the ticket. 1st class Passes are also valid in 2nd class carriages. Pass holders wishing to travel 1st class with a 2nd class Pass must pay the full difference between 1st and 2nd class fare on the respective route. There is no refund for 1st class Pass holders travelling in 2nd class.

# 4. Refund policy

Refund requests can only be granted for unused, non-promotional Passes. Passes are considered 'used' on or after the first day of validity of the Pass. Promotional Passes or Passes that have been (partially) used, lost, damaged or stolen cannot be refunded or replaced. Tickets purchased to replace lost or stolen Passes can also not be refunded. All refund requests must be made in writing by the Pass holder exclusively at the agency/office where the Pass in question was purchased, while presenting the original ticket in its Pass Cover.

In order to obtain a refund, the Pass holder shall either:

- Return the Pass to the place of purchase before the first day of validity, or
- Have a railway official certify the Pass as 'UNUSED' before the first day of validity and return it to the place of purchase.

Refund applications for Interrail and Eurail Passes certified as 'UNUSED' are accepted up to a year after the date of issue. Refunds are subject to the deduction of a 15 percent administration fee.

#### SECTION II

# **Pass Travel Conditions**

## 1. Pass definition

Both Eurail and Interrail Passes consist of a ticket and a Pass Cover. Neither the ticket nor the Pass Cover is valid on its own. Travelling without the combination of Pass Cover and ticket will be considered as travelling without a valid Pass, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 of Section II.

## 2. The Pass is strictly personal

The Pass (both Eurail and Interrail) is strictly personal, non-transferable and valid only upon presentation of a passport or other recognised photographic identification document (no copies accepted). Failure to present a passport or a legal equivalent upon inspection, while on a journey with the Pass will be considered as travelling without a valid Pass or ticket, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 Section II.

## 3. Countries and carriers covered by the Pass

#### 3.1 Validity of the Pass

The Global Pass is valid for travel with the participating carriers in the countries listed below, with some restrictions applying to Interrail Global Pass (see clause 3.2). All participating railway undertakings and shipping companies are listed per country in the Rail Planner App under 'Travel Info' -> 'Our Pass Network'.

One Country Passes are only valid for the country printed on the ticket.

#### Participating carriers

Austria (including Liechtenstein) > ÖBB + Westbahn Belgium > SNCB/NMBS + Thalys\* + Eurostar\* Bosnia-Herzegovina > ŽFBH + ŽRS Bulgaria > BDŽ Croatia > HŽ Czech Republic > ČD, LEO EXPRESS, REGIOJET Denmark > DSB Estonia > ELRON Finland > VR France (including Monaco) > SNCF + Thalys\* + Eurostar\*+ Thello\* Germany > DB + Thalys\* Great Britain > ATOC + Eurostar\* Greece > TRAINOSE + Attica Hungary > MÁV-START + GYSEV Italy > Trenitalia + Thello\* Ireland > IÉ + NIR Latvia > PV Lithuania>LG Luxemburg > CFL Montenegro > ŽPCG North Macedonia > ZRSM Netherlands > NS + Thalys\* Norway > NSB Poland > PKP Portugal > CP Romania > CFR Serbia > SV Slovakia > ZSSK Slovenia > SŽ Spain > RENFE Sweden > SJ Switzerland > SBB/CFF/FFS + BLS Turkey > TCDD

\* For journeys with these trains your Pass must be valid in both the country of departure and arrival.

## 3.2 Travel in Country of Residence with an Interrail Pass

An Interrail Global Pass may only be used for two specific trips in the country of residence of the traveller (provided this country is an Interrail participating country). These two trips are referred to as the outbound and inbound journey.

- The outbound journey can be used to travel from any location in the country of residence to the border or an airport or port.
- The inbound journey can be used to travel from the border or an airport or port back to any location in the country of residence.

During these trips, the traveller may travel with more than one train, provided the trips are within the same day. Please note that the special rule for travel with an overnight train also applies. In order to make use of these trips, the traveller must indicate the relevant date and journey on the Interrail Pass Cover and on the Travel Calendar on the ticket, in case of a Flexi Pass.

One Country Passes are not valid in the country of residence of the Pass holder.

#### 3.3 Journey not entirely covered by the validity of the Pass

If you choose to make a journey which is not entirely covered by the validity of your Pass, the missing section of the journey has to be paid for at a normal fare.

## 4. Pass benefits

Eurail and Interrail Passes entitle the holder to benefits on free or price reduction offers from 3rd party partners as listed under Pass benefits in the Rail Planner App and benefits portal. For specific details regarding the specific benefits see the Rail Planner App and benefits portal. There are two kinds of benefits, namely those entitling to free passage/entrance, and those granting a reduction. A benefit can only be obtained from the website, local ticket office or call-centre of the company offering the benefits.

In general, Pass benefits are valid within the overall validity of a Pass, and some other conditions apply accordingly:

- For both free and reduction benefits for a domestic service the Pass must be valid in the country where the service is granted.
- For a reduction benefit on an international shipping line the Pass must be valid in the country of departure or the country of arrival but for a free benefit on an international shipping line the Pass must be valid in the country of departure and the country of arrival.
- For holders of a Flexi Pass reduction benefits can be used during the entire period of validity of the Pass. Free travel benefits for Flexi Pass holders can only occur on a date that has been marked on the Travel Calendar on the ticket.

## 5. Activation of an Eurail Pass

A Eurail Pass must be activated before it can be used. In case a Pass is not activated at issuance, activation can be done at a major train station ticket window or at a Eurail Aid Office (see Rail Planner App for a list of Aid Office addresses). An activated Pass will show the first and last day of validity of the Pass, as well as your passport/identity card number. Activation must take place within 11 months of the issuing date stamp, placed on the right-hand side of the ticket. The person activating your Pass will

stamp the date in the activation box and fill out your passport/identity card number together with the first and last valid days of travel. Activation by the ticket inspector is allowed on board a train only if the Pass holder is entering the valid country on a train from a country where the Pass is not valid. In such cases the Pass holder must report to the train staff immediately upon boarding the train.

Travelling without an activation date stamp on the Eurail Pass will be considered as travelling without a valid Pass or ticket, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 of this Section II.

## 6. Recording Travel Diary details

Before boarding a train, bus, or boat, each journey must be recorded on the Travel Diary.

Please be aware that Travel Diary journey details are a crucial part of the ticket. Without these journey details your Pass is not valid.

Travelling without having recorded Travel Diary journey details in advance will be considered as travelling without a valid Pass or ticket, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 of Section II.

# 7. Flexi Pass: Marking dates in the Travel Calendar

Flexi Pass holders may choose the days on which they travel within the period of overall validity of the Pass. Before boarding the first train, bus, or boat on a travel day, the date must be marked on the Travel Calendar. This should be done with a pen with blue or black non-erasable ink in the corresponding boxes on the ticket. Written dates must be entered with 2 digits (7th of May is 07/05) and in sequential order as in the following example:

	1	2	3	4	5
Day	0,5	017	1	1	I
Month	015	0 5		I	I

Travelling on a date that has not been marked on the ticket will be considered as travelling without a valid Pass or ticket, and may incur a sanction, imposed by the participating carrier staff, in accordance with clause 10 of Section II. Once a travel date is entered, any attempt to correct it will be considered an attempt of fraud and may incur the liability mentioned in the previous sentence. If a mistake is made, the Pass holder can:

• Enter the correct date in the next empty filed in the Travel Calendar, which will result in the loss of a (non-refundable) travel day;

or

• In all other cases, before ticket control, ask a ticket inspector for advice.

# 8. Flexi Pass: overnight journeys

Travel by overnight train with a flexi Pass will only require the use of one travel day in the Travel Calendar: **the day of departure**, if the journey is made by a direct overnight train (no change of trains after midnight). This rule is only valid if the dates of departure and arrival both fall within the overall period of the Pass validity. If the Pass holder makes an overnight trip past midnight and boards a second train after midnight, it is necessary to fill in two travel days on the Travel Calendar.

For example: If a Pass Holder boards a direct night train at 18:00 hours on September 21st, which is set to arrive at its destination at 05:00 in the morning, he should enter the date of departure, the 21st of September, in the Travel Calendar. If he is still on the train past midnight, he does not need to activate a second day (the date of arrival), unless he boards a second train.

When using an overnight ferry covered by the Pass, the same rule applies, and the date of departure must be entered on the Travel Calendar.

## 9. Seat availability, reservations and surcharges

The Eurail and Interrail Passes does not guarantee a seat on a train or boat, unless a separate reservation is secured in advance. Fees for seat reservations, sleeping accommodation, port taxes, meals, and other services offered on board of trains and boats are not included in the Pass. For certain trains and ferries, reservations in advance are compulsory and surcharges and/or supplements may apply. Information about which trains require a compulsory reservation can be found planner of the Rail Planner App (free downloadable app). Pass holders must book and/or pay in advance for the following:

- Seat reservations for most high-speed trains (like SNCF TGV, Thalys, Eurostar, Lyria, Trenitalia Freccia, RENFE AVE, PKP EIP). The holder must pay charges and supplements in advance, in particular, those levied for seat reservations (sometimes additional services are included in the reservation fee),
- Sleeping accommodation: the use of sleeping accommodation (like couchettes and beds) for all night trains
- Panoramic coach: some scenic trains have the option to travel in a special panoramic coach, which requires a reservation
- Meals, which are included in the supplement of some trains
- Other services offered on board trains (telephone, newspapers etc.)

Special ferry surcharges: Pass holders must book and/or pay the following:

- The use of cabins, berths and reclining seats on ships of the ferry companies
- Season supplements from June to September on the shipping lines operated by Attica Group (Superfast Ferries and Blue Star Ferries) between Italy and Greece
- Port taxes
- The use of certain boats

# 10. Misuse of a Pass and confiscation

Where, upon inspection it has been established that a traveller is travelling without a valid Pass, or is attempting to defraud Eurail and the participating carriers:

- a) Participating carrier staff are entitled demand the traveller to purchase a full fare ticket for the particular journey based on the relevant fare, and impose a fine, in accordance with the participating carrier's rules, up to a maximum of 200 euros.
- b) In addition to the sanction mentioned in paragraph a) participating carrier staff are entitled to confiscate a Pass:
  - Which is a photocopy or a counterfeit
  - That is being used by anyone other than the person to whom it was issued
  - On which the data on the ticket has been altered (on any of the boxes)
  - Used outside its period of validity
  - Misused in the country of residence
  - Used without a passport or other recognised photographic identification document (no copies accepted)

## 11. Pass period of validity

The Pass is valid within the overall time period indicated on the Pass. Travel can begin after 00:00 hours on the first date of validity, and the last trip must be completed by midnight (24:00 hours) on the last date of validity.

## 12. Luggage

With regard to the transportation of luggage, holders of an Eurail or an Interrail Pass are subject to the same conditions as holders of ordinary tickets of the railway undertaking of the train they travel on.

## 13. Duplicates and replacement of Passes

A duplicate/replacement Interrail Pass cannot be issued for damaged, lost or stolen Passes. Interrail Passes bearing incorrect information due to a mistake made by the issuing office can only be replaced by the original issuing office.

A duplicate/replacement Eurail Pass cannot be issued for those that are lost or stolen.

Damaged Eurail Passes or Passes bearing incorrect information (due to the issuing office or the officer who activated the ticket) may be replaced without any payment. A Pass which is damaged by the owner can be replaced if an extra fee is paid. The Pass holder has to pay 30 euro or the equivalent in local currency in case of a Eurail Global Pass. The fee for the replacement of a Eurail One Country Pass is fixed by the railway company concerned. In the event of incorrectly issued tickets the holder may not alter it under any circumstances. He/she must return to the issuing office or take it to the nearest Eurail Aid Office for replacement. Deletion or alterations on the Pass shall be treated as a case of misuse (see article 10).

# 14. Liability

Eurail B.V. only acts as an intermediary of the participating carriers and is not liable for operation of the carriers, the provided carriage (with the exception of delays, as defined in clause 17) or for damages or extra costs incurred due to loss of baggage, theft, force majeure or other causes.

## 15. Delay compensation policy

In the event that a Pass holder experiences, during the period of validity of the Pass, a delay of 60 minutes or more whilst travelling with a railway company participating in the Eurail or Interrail Pass Products, he/she is entitled to a compensation.

Pass validity	Delay of 60 - 119 min	Delay of 120 min or more
1 day in 1 month	1/10	1/5
2 days in 1 month	1/16	1/8
3 days in 1 month	1/28	1/14
4 days in 1 month	1/28	1/14
5 days in 1 month	1/36	1/18
6 days in 1 month	1/34	1/17
7 days in 1 month	1/44	1/22
8 days in 1 month	1/40	1/20
10 days in 2 months	1/52	1/26
15 days in 2 months	1/66	1/33
15 days continuous	1/60	1/30
22 days continuous	1/70	1/35
1 month continuous	1/90	1/45
2 months continuous	1/100	1/50
3 months continuous	1/120	1/60

The amount of the compensation depends on the price paid and the type of the pass:

The minimal payable compensation amount is €4,00. The maximum compensation amount is limited to 25% of the Pass price. Compensations shall be paid in money, through bank transfer. Compensation for supplements (e.g. reservations) and reimbursement of expenses incurred as a result of the sustained delay fall within carriers' individual conditions of carriage. Compensations for delays whilst travelling with benefit partners or some of the non-railway companies participating in the portfolio also fall under the individual conditions of carriage of these carriers.

Requests for compensation should be made within 3 months after the last day of validity of the pass. For further information and for details on the procedure for compensation, please refer to <u>www.eurailgroup.org/compensation.</u>

## 16.Prevalence of English version

In the event of a conflict between the English version and other linguistic versions of these Conditions of Use, the English version (see www.eurailgroup.org/Interrailcou) shall prevail.