

# Conditions of Use for Eurail and Interrail Passes

### Version 10 Updates in Version 10 d.d. 05..10.2023 -Section I, clause I, Basis for carriage> text restructured and updated -Section I, clause 1.4, Conditions of Use in of Rail Planner App -Section I, clause 2.1> Greek Islands pass eligibility, text moved to 5.2 -Section I, new clause 3.3> clarification added on Flexi and Continuous -Section I, 3.4 Traveller Categories> rewritten for better understanding and definition -Section I, 3.6 Travel companion offer for travellers with reduced mobility -Section II, clause 1.2 & 2.4>Device settings,, addition of calendar setting -Section II, 5.1 Validity of the Pass> updates on VY, SJ, GO, Thalys and Eurostar -Section II, 5.2> paragraph about Eurail conducting Pilots -Section II, 9> Misuse of a Pass and confiscation, payment of a fine -Section II, 10> Luggage, reference to carrier -Section II, 15, Delay compensation policy> update on delay compensation amounts



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## SECTION I The Product

## 1. Basis for carriage

#### 1.1. Legal Relationship

Eurail B.V. is the entity managing the Eurail Pass and Interrail Pass products and acts on behalf and as an intermediary between the passenger and the various railway undertakings and ferry operators participating in the Pass offer (participating carriers). Eurail B.V. is not a railway undertaking and does not transport passengers itself.

### 1.2. Contract of Carriage

Contract of carriage between the passenger and the participating carriers (represented by Eurail B.V.) consist of:

- a) the Eurail / Interrail Pass (Rail Pass Ticket) in mobile or paper form
- b) a mandatory reservation (Reservation Ticket) for seat or night train
- c) the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)<sup>1</sup>
- d) these Conditions of Use
- e) the carrier(s) Special Conditions of Carriage

This document represents the Eurail and Interrail Pass-specific rules and conditions which are additional to or derogating from the respective rules and regulations applicable to or made compulsory by the carriers participating in the rail pass products.

In the event of conflict between these Conditions of Use and any of the other documents cited above, the former take precedence over the latter. In the event of inconsistencies between any of the documents cited above, the condition more favourable to the passenger is to apply. In any case, any applicable national and/or international law will take precedence over all of the above.

## 1.3. Entry into force of the Contract of Carriage

Purchase of a Pass alone does not constitute a valid contract of carriage.. In order for the contract of carriage between the passenger and Eurail B.V. to come into force and be deemed a valid travel document, the rules and procedures defined in Section II, clauses 2 and 3 should be respected.

<sup>&</sup>lt;sup>1</sup>The General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) are available at the website of the International Rail Transport Committee (CIT) through the following <u>link</u>



#### 1.4. Changes to the Conditions of Use

Eurail B.V. reserves the right to update these conditions of use as required. The conditions applicable are defined by the date of purchase, unless more favourable terms are published afterwards.

Updated conditions of use will be published on Eurail.com / Interrail.eu websites and in our Rail Planner App. Previous versions will continue to be available upon request.

## 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, Faroe Islands, Gibraltar, Iceland, Kosovo, Liechtenstein, Moldova, Monaco, Montenegro, North Macedonia, Norway, Russian Federation, San Marino, Serbia, Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.* 

For further eligibility conditions see clause 2.3 of section I and clause 5.2 of section II.

#### 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 Country of residence

Your country of residence must be indicated during the order process and this country will be visible on your Pass (either printed on the paper Pass or displayed on the mobile Pass). For Interrail pass holders, restrictions for travelling in this country of residence (Section II, clause 5.2) will apply and during your travel you can be asked to prove that



you reside in the selected country.

Your country of residence can be proven by means of a valid passport or legal equivalent.

#### What if I reside in a different country than my Passport indicates

In case the country where you live is different than the one indicated in your passport or legal equivalent, for the purpose of applying clauses 2.1 and 2.2 of Section I, the country where you live prevails and should be indicated when ordering the Pass. You must be able to prove such residency by means of official residence documents issued by the government. Such a residency document must clearly prove that you, as Pass holder, are registered in the country where you effectively live at the moment of the start of your trip. Residency can also be proven through official documents or official governmental online sources\*. Such documents vary per country. In case you do not hold any of the means of proof above indicated, you must select the country indicated in your passport or legal equivalent

\*The document provided ought to reflect the country in which the person is effectively residing. E-residency documents, as e-residency is a non-location-based online residency, are not valid documents to prove where you live, therefore you cannot use them to prove your residency while using your Pass.

Eurail B.V. may ask you for additional proof of the effective place of residence during your Interrail or Eurail experience. Eurail may, at its own discretion, deliberate that, due to the elements detected, your effective place of living is different from the formal one. As a consequence, Eurail may, at its own discretion, decide to block you from continued use of a Pass that was used based on inappropriate eligibility proof or block you from buying in the future additional Eurail products. (see also 5.2, section II for more information about restrictions on travelling within your country of residence).

Travelling with a Pass inconsistent with the conditions set out in the previous paragraph will be considered as travelling without a valid day ticket, and may incur a, nonrefundable, sanction or fine, imposed by the participating carrier staff, in accordance with clause 9 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>2</sup>.

#### 3.2 Pass offer

The Pass portfolio consists of Eurail and Interrail Passes: <sup>3</sup>

#### Standard offer

- Global Pass
- One Country Pass

Available for 1st and 2nd class (except for the Interrail Norway Pass and the Greek Island Pass 4 day which are available for 2nd class only).

#### Dedicated offer

• Interrail France Germany Pass

Each of the above offers has its own geographical validity and/or validities in travel days specified on the website www.eurail.com and www.interrail.eu or other platforms for dedicated offers.

#### 3.3 Flexi and Continuous Passes

All Passes, with the exception of the "Continuous" Passes, are "Flexi" Passes which entitle the Pass holder to a specified number of travel days within a fixed overall period. The Continuous Pass entitles travelling daily within the period of validity of the Pass. A travel day lasts from midnight 00:00 hours to midnight 24:00 hours. You can start travel from

<sup>&</sup>lt;sup>2</sup> <u>https://benefitsportal.eurail.com/</u>

<sup>&</sup>lt;sup>3</sup> For an overview of the Interrail and Eurail offer please visit either the Eurail.com or Interrail.eu website.



00:00 and must end you journey of that day by 24:00. There is an exception for travel by night train. See clause 7.

With a Flexi Pass you can choose your travel days within the overall validity of your Pass. For example, with a 5 days within 1 month Pass you have 5 travel days which you can use within a 1 month period. With a Continuous Pass you can travel on every single day within the overall validity of your Pass.

#### 3.4 Traveller categories

Traveller categories are defined by age range. Some Eurail or Interrail products might exclude one or more of them.

The standard traveller categories are the following:

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

Travellers making use of Youth, Child or Senior fares must meet the below defined age requirements. You must be able to prove your eligibility for either the Youth, Senior or Child fare during travel. Non-compliance will be considered as travelling without a valid Pass and will incur a sanction imposed by the participating carrier staff in accordance with clause 9 of Section II.

## Adult (Full Fare)

The category Adult is a "Full Fare" Pass with no age requirements.

#### Youth

The category Youth is available for travellers who are 27 or younger on the date they choose to start their Trip (turning 28 on the day after you started your trip is allowed). If you are 27 or younger and you would like to travel with one or two children and make use of the Free Child offer, you need to buy an Adult Pass. The free Child Pass is only valid together with and Adult Pass.

#### Child

Children aged 4-11 can travel for free, when travelling together with someone holding an Adult Pass. See also clause 11 on Minors.

The free Child Pass is available for children that are 11 or younger on the date you



choose to start your Trip (turning 12 on the day after you started your Trip is allowed). The free Child Pass must have the same validity as the accompanying Adult Pass. This means that the Child Pass will be issued for the same category, class and period as the accompanying Adult Pass.

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. See also clause 11 on Minors.

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).

#### Senior

The category Senior is available for travellers aged 60 and older on the date they choose to start their Trip. The Senior category is not available for the Eurail or Interrail German Rail Pass.

#### 3.5. 1<sup>st</sup> and 2<sup>nd</sup> class

The Pass is valid for travel in the class indicated on the ticket. 1<sup>st</sup> class Passes are also valid in 2<sup>nd</sup> class carriages. There is no refund for 1<sup>st</sup> class Pass holders travelling in 2<sup>nd</sup> class.

### 3.6 Travel companion offer for travellers with reduced mobility

Disabled travellers that are unable to travel independently, can request a complimentary Pass for their travel companion. This offer is available for a maximum of one companion per disabled traveller holding a Pass. The Pass holder can hold a Youth, Adult or Senior Pass. Please note that the minimum age for a companion complimentary Pass is 17 or older.

Eligible travellers are those that cannot travel independently and that hold a disability card issued by their local government or that hold a similar medical statement. Requests will be assessed case by case and it is at the discretion of Eurail to approve. Applications can be sent to customer service of Eurail B.V.



## 4. Refund policy

Once the booking process is completed and an order is created, the customer will be subject to this refund policy. Right of Withdrawal (<u>cooling off period</u>) is not applicable to the purchase of Rail Passes and Reservations.

Passes will be refundable under the conditions and to the extent defined in this clause, unless it is stated in the sales conditions\* of the specific Pass that the order is nonrefundable and non-exchangeable or that specific refund conditions apply. In such case, the customer will not be entitled to a refund or Pass exchange even when the conditions indicated below are fulfilled.

\*In case of a promotional mobile or paper Pass different rules may apply. Promotional Passes can be non-refundable or non-exchangeable. The ability to refund or exchange a promotional Pass will be specifically stated in the promotional offer.

#### 4.1 Mobile Pass

Refund requests for mobile Passes can only be granted for non-activated Passes. Passes are considered activated if the first and last day of validity are defined and one or more travel days are activated. An activated mobile Pass can still be deactivated any time before the start of the selected validity period (00:00 CET on that day).

#### 4.2 Paper Pass

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

### 4.3 Timeframes for requesting a refund

Timeframes for requesting a refund are defined as below:

#### Mobile Pass

- Refund requests must be submitted no later than six months from the last possible activation date indicated on the mobile Pass.



#### Paper Pass with predefined start date

- Refund requests must be submitted before the first day of validity of the paper Pass. However, in case the Pass was certified by a railway official as 'NOT USED' before the first day of validity, the refund request can be submitted no later than six months from the last day of validity of the paper Pass.

#### Paper Pass without predefined start date

- Refund requests must be submitted no later than six months from the last possible activation date indicated on the paper Pass.

Refunds are subject to the deduction of up to 15 percent administration fee.



## SECTION II Pass Travel Conditions

The Eurail and Interrail Pass can be utilised as either a paper Pass or a mobile Pass, which is a digital version of the paper Pass designed to work with our Eurail/interrail Rail Planner app (hereinafter the "Rail Planner app").

Clauses 2 and 3 of this section outline the specific terms applicable to using each of the 2 types of passes.

## 1. Pass definition and types of passes

#### 1.1 Paper Pass

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 9 of Section II.

#### 1.2 Mobile Pass

The Eurail and Interrail mobile Pass can only be loaded to and activated and displayed trough the Rail Planner app. The Pass holder must ensure that they have downloaded the Rail Planner app on a device that supports the mobile Pass, in order to redeem and use their mobile Pass. Please note that your device's calendar settings should be set to Gregorian to use our app.

### 1.2.1 Supported devices

iOS and Android devices with the following specifications support the mobile Pass:

#### Android devices

Supported on Android 6.0 and later.

#### Apple devices

Supported on iOS 13.0 and later.



### 1.2.2 Connecting a Pass to a new device

Each Pass can only be linked to one mobile device at a time. In case of loss, theft or technical issues, you can move the Pass to a new device. You can visit the Mobile Pass FAQ's on the Rail Planner app and the website for more information.

#### 1.2.3 Disclaimer

Eurail B.V. does not guarantee that tablet devices, running either iOS or Android support the mobile Pass. Please be aware that attempting to load the mobile Pass on unsupported devices may result in the inability of the Rail Planner app to display the mobile Pass correctly (or at all). Eurail B.V. does not assume responsibility for costs resulting from the use of unsupported devices.

## 2. Use of the mobile Pass

The terms contained in this clause 2 describe the specific aspects of using a mobile Pass. You are required to follow these terms in order to ensure that your mobile Pass is deemed valid upon inspection.

### 2.1 Redeeming a mobile Pass and editing details

Before travelling, you must load your mobile Pass onto the Rail Planner app on your device and activate it in order to be able to make use of it. In order for your mobile Pass to be valid during its use, you must fill in the number of the travel document that you are travelling with (i.e. passport or an EU identity card). That can be done during activation of your Pass.

The Pass holder's travel document number can be edited during the activation of the Pass. Once the Pass has been activated, changing the corresponding travel document number by the Passholder is not possible.

The Pass holder's last name and residency are assigned to the mobile Pass upon its purchase and will be automatically filled out upon redemption of the mobile Pass.

Correction of the Pass holder's details, following the activation of the Pass, is only possible by contacting our <u>customer support</u>. Customer Service staff may require proof of the Pass holder's details before making the correction.



## 2.2 Activation of a mobile Pass and using a travel day

A mobile Pass must be activated before it can be used. The last possible activation date is generally 11 months after the date of purchase. A different activation period might apply to some promotional Passes. This will be indicated by the distributor with the relevant Pass offer.

In all cases, the customer must consider the activation period applicable to the specific Pass type purchased, as indicated in section I, 3.3.

For each travel day, the passenger must activate a travel day and generate a Pass ticket through the Rail Planner app. A travel day is valid from midnight to midnight on the selected date (00:00) – 24:00).

Tickets can be generated in advanced or on the same day, before boarding a train, bus or a boat in order for your mobile Pass to be valid. Creating your ticket after train, bus or boat departure is not allowed and can lead to a fine (see clause 9, section II) While the Rail Planner app allows users to display their mobile Pass and the corresponding tickets even when offline, a ticket can only be created when your device is online. Each Pass holder must ensure that their device is online in order to create a ticket. Once the ticket has been created, the Pass holder doesn't need to go online again to show it to the inspector, provided the device containing the mobile Pass has been online within the 72-hour period described below.

During the validity of your Pass, the mobile Pass will need to be periodically authenticated by our system. This means that the mobile Pass will require internet access at least every 72 hours in order to be authenticated. Your mobile Pass will enter into an 'inactive' status if your device has not been online for longer than 72 hours.

Once a device is connected to the internet the Rail Planner app will not automatically reenable your mobile Pass. You must open the app to ensure it registers your connection. Travelling with an inactive mobile 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 9 of Section II.

#### 2.3 Cancellation of a travel day

A travel day may be cancelled before the beginning of the calendar day (00:00), based on the Central European Time / Central European Summer Time zone. This means that a travel day can be cancelled at:

-23:00 pm CET/CEST-1 (United Kingdom, Ireland, Portugal)



-00:00 CET/CEST (France, Spain, Lichtenstein, Austria, Switzerland, the Netherlands, Belgium, Luxembourg, Malta, San Marino, Monaco, Italy, Slovenia, Norway, Sweden, Denmark, Germany, Poland, the Czech Republic, Slovakia, Croatia, Albania, Bosnia and Herzegovina, Serbia, Montenegro, Northern Macedonia)
-1:00 am CET/CEST+1 (Finland, Estonia, Latvia, Lithuania, Ukraine, Moldova, Romania, Bulgaria, Greece, Cyprus, Turkey during summertime), or
-2:00 am CET+2 (Turkey during wintertime)

Any travel day that has not been cancelled is considered used upon the start of that day.

## 2.4 Time and date settings of the device

During the period of use of the mobile Pass your device's date and time settings must be set to the local time of the time zone you are traveling within. Travelling with an inconsistent time or date displayed on your device may incur a sanction, imposed by the participating carrier staff, in accordance with clause 9 of Section II. We advise you to use the automatic date and time detection mode of your device in order to avoid confusion. Please note that your device's calendar settings should be set to Gregorian to use our app.

### 2.5 Inspection of the mobile Pass

Upon inspection of your mobile Pass by the participating carrier staff you are required to present the mobile Pass ticket through the Rail Planner app on your device. The ticket can be viewed via the 'My Pass' section. It is the responsibility of the Pass holder to ensure that the mobile Pass ticket is clearly visible on the display. As such, the Pass holder must ensure that the device is switched on, has a sufficient battery capacity, and that its display is not damaged beyond a point that would make the mobile Pass unreadable.

The Pass holder is required to comply with the inspectors' instructions to reveal the full information contained in the mobile Pass' ticket layout, which may require scrolling through the ticket.

For inspection purposes a mobile Pass is only valid if a ticket has been created before boarding the train, bus or boat. Not complying with these conditions may incur a sanction or fine, imposed by the participating carrier staff, in accordance with clause 9 of Section II.



## 2.6 Adding journeys to the mobile Pass

Activation consists of adding one (or multiple) mobile Pass(es) in the app, connecting the mobile Pass to a trip in the 'My Trip' section (e.g. 'My Interrail trip in Italy') and finally activating the mobile Pass by determining the first day of travel.

After activation of the mobile Pass, a journey needs to be added (through an online connection) to the Pass before you can use it for travel. You must save at least one journey (e.g. Milano Centrale – Rome Termini) to the trip connected to the Pass, and this journey must then be added to the Pass itself. When adding a journey to your Pass on a day for which a travel day hasn't been used, the app will prompt you to do so.

Before boarding a train, bus, or boat, each journey must be recorded.

Please be aware that journey details are a crucial part of the ticket. Without having added correct journey details before boarding, your Pass is not valid. The ticket inspector will check these when checking your ticket. Travelling without having recorded 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 9 of Section II.

The timetable presented in the Rail Planner app is intended to assist you in your journey planning and creating an itinerary, it does not affect the validity of your mobile Pass. If a train or station is not listed in the timetable it can be added to the Pass via the 'manual entry form' Adding trains that are not covered by your particular mobile Pass validity, will not extend its coverage. Travelling on these routes without a valid Pass or a ticket may incur a sanction, imposed by the participating carrier staff, in accordance with clause 9 of Section II.

#### 2.7 Conditions of use of the Rail Planner App and mobile Pass

2.7.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the mobile Pass and Rail Planner App (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the mobile Pass and Rail Planner App; or (iii) create derivative works of the mobile Pass and Rail Planner App of any kind whatsoever.

2.7.2. Eurail B.V. reserves the right to amend or withdraw the Rail Planner App, or charge for the application or service provided to you in accordance with these terms and conditions, at any time and for any reason.



2.7.3. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the mobile Pass and Rail Planner App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the mobile Pass and Rail Planner App or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

2.7.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Rail Planner App, you will be assumed to have received permission from the bill payer for using the Rail Planner App.

### 2.8 System requirements

2.8.1. In order to use the mobile Pass and Rail Planner App, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications as described at clause 1.2.1.

2.8.2. The version of the mobile Pass and Rail Planner App software may be upgraded from time to time to add support for new functions and services.

#### 2.9 Service notifications

The traveller is advised to turn on service notifications on the Rail Planner app in order to receive the latest technical updates and recommendations from Eurail B.V. concerning the status of the app and traffic information.

In the event of technical issues, Eurail B.V. will use notifications to inform the traveller about it and advice on the possible course of action. Allowing notifications can be managed from the Settings section on the app.

#### 2.10 Personal information and privacy

In order for us to provide some of the services in the mobile Pass and Rail Planner App we will need to collect information from you. By using these services or providing us with information you consent to the collection, use and transfer of your information under the terms of the policy available in the <u>Rail Planner App</u> and on our website (website privacy policy <u>for Interrail</u>, website privacy policy <u>for Eurail</u>).



## 2.11 Disclaimer and limitation of liability about the mobile Pass and Rail Planner App

Eurail B.V. will use reasonable efforts to make the mobile Pass and the Rail Planner App available at all times. However, you acknowledge the mobile Pass and Rail Planner App are provided over the internet and mobile networks and so the quality and availability of the mobile Pass may be affected by factors outside Eurail's reasonable control. Eurail B.V. does not accept any responsibility whatsoever for unavailability of the mobile Pass, or any difficulty or inability to download or access content or any other communication system failure which may result in the mobile Pass being unavailable. In case you experience unavailability of the mobile Pass or an interruption of service of the Rail Planner App, you are asked to contact the customer service of Eurail B.V.

In case it assessed that:

- You are using a Eurail or Interrail mobile Pass at the moment of interruption
- Failure to use the system is allocated exclusively to Eurail and not to external factors such as level of quality of Internet
- You have reached out the customer service of Eurail B.V. and you did not receive appropriate assistance

• As a consequence you could not use the mobile Pass partially or completely Eurail B.V. can be liable only up to the cost of the original mobile Pass bought.

In the event of a valid pass not being recognized upon inspection, Eurail will collect the necessary evidence and decide whether a compensation for the lost travel opportunity is applicable. If the failure to recognise a valid pass as such originates in a mistake made by the authorized staff in charge of inspecting the pass and, as a consequence, the traveller is required to pay a fine or extra fees, Eurail will refund said fine or extra fee upon proof beyond reasonable doubt of human error. The maximum refund fee will be limited to the market value of the pass.

In no event shall Eurail B.V., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the mobile Pass and any other service included in the Rail Planner App; (ii) any conduct or content of any third party on the mobile Pass and any other service; and (iv) unauthorized access, use or alteration of customer's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.



Your use of the mobile Pass and any other service included in the Rail Planner App is at your sole risk. These services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Eurail B.V., its affiliates, and its licensors do not warrant that a) the mobile Pass and any other service included in the Rail Planner App will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the mobile Pass and any other service included in the Rail Planner App is free of viruses or other harmful components; or d) the results of using the mobile Pass and any other service included in the Rail Planner App is free of viruses or other harmful components; or d) the results of using the mobile Pass and any other service included in the Rail Planner App will meet your requirements.

#### 3. Use of the paper Pass

The terms contained in this clause 3 describe the specific of using a paper Pass. You are required to follow these terms in order to ensure that your paper Pass is deemed valid upon inspection.

#### 3.1 Activation of a 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 before the last activation date as defined on the Pass, unless explicitly stated differently. 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, bus or a boat 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.

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 9 of this Section II.



## 3.2 Recording journey details of your trip

Before boarding a train, bus, or boat, each journey must be recorded on the Travel Diary or My Trip section of your Pass Cover\*.

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

Travelling without having recorded 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 9 of Section II.

#### 3.3 Flexi Pass: Marking days in the Travel Calendar

Flexi Pass holders may choose the days on which they travel within the period of overall validity of the Pass. A travel day is valid from midnight to midnight on the selected date (00:00 – 24:00). 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	I	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 9 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.



## 4. Non-transferability of the Pass

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 9 Section II.

Discounted seat reservations connected to a Pass are also personal and cannot be booked for, transferred to nor used by someone other than a Pass holder.

## 5. Countries and carriers covered by the Pass

### 5.1 Validity of the Pass

All participating companies are listed per country in the Rail Planner app under More -> Rail Network Guides -> select relevant country ->Our Pass Network. One Country Passes are valid for the country or region indicated on the ticket. Travelling to or from the country or region indicated in the ticket is not included.

Global Passes are valid for travel with all the participating railway and shipping companies in the Pass network.

Interrail Global Pass holders are subject to the provisions of clause 5.2 of this section with regard to travelling to and from the country of residence.

The France Germany Pass is valid for journeys in France and Germany. Passing through other countries not covered by the Pass is not allowed. Please see provisions of clause 5.2 and 5.3 of this section with regard to travelling to and from your country of residence.



#### Participating carriers and shipping companies per country

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

\* Note:

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

-As of 1 October 2023 Thalys train are named Eurostar.



-The Benelux Pass is not valid on European Sleeper.

Disclaimer: the above list is not exclusive, please refer to the Rail Network Guide in the Rail Planner App for detailed information on all participants.

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

The Interrail Pass has a specific convenient price which assumes that you are traveling abroad to experience Europe. Therefore the product cannot be used extensively in your country of residence since the pricing for such a usage, in some countries, would be higher. In case of extensive misuse, the railways would decide to increase globally the price of the product which would be unfair towards the travellers who really want to experience Europe. In case a ticket inspector observes misuse of this condition, e.g. in case of frequent travels from and to the same destination, he/she can issue a fine and ask for blocking of the Pass to limit further usage.

An Interrail Global Pass and an Interrail France Germany 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 with a paper Interrail Pass, 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 (see also § 3.2).

Eurail B.V. may conduct pilots aiming at extending the number of journeys allowed in your country of residence, when, at the discretion of Eurail B.V., the travel within a specific country would justify this. These pilots can be activated and removed at the discretion of Eurail B.V. and won't give any additional rights compared to the regular rule described within this clause.

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

Exceptions:



The Greek Islands Pass is available also for persons in possession of a Greek passport/identity card or residence permit.

Residents of Belgium, the Netherlands or Luxemburg are entitled to buy the Interrail BENELUX PASS, however they will need to comply that the Pass cannot be used within the respective country of residence.

### 5.3 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 if bought in advance. In case the missing section is bought on the train, a higher fare or additional fees can be charged.

### 6. 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 selected validity period 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 travel day.

## 7. Flexi Pass: overnight journeys

Travel by overnight train with a flexi Pass will only require the use of one travel day: **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 use two travel days.

For example: If a paper 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. For mobile Pass holders the rule will be applied automatically when saving the train connection to the trip.

When using an overnight ferry covered by the Pass, the same rule applies.

#### 8. 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. Seat reservations must always be exhibited together with a valid activated Pass. A seat reservation alone is not considered a valid ticket.

Reservations linked to a Eurail or Interrail pass are personal and cannot be transferred to nor used by someone other than a Pass holder.

Pass holders must book and/or pay in advance for the following:

- Seat reservations for most high-speed trains (like SNCF TGV, 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

#### 9. 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 B.V. and the participating carriers:

- a) Participating carrier staff are entitled to demand the traveller to purchase a full fare ticket for the particular journey based on the relevant fare, and/or impose a fine, in accordance with the participating carrier's rules.
- b) In addition to the sanction mentioned in paragraph a) participating carrier staff are entitled to confiscate a paper Pass or block a mobile Pass:
  - Which is a copy or a counterfeit
  - That is being used by anyone other than the person to whom it was issued and/or where Pass reservations were provided to someone else than the Pass holder (see Section II clause 4.)
  - On which any data appearing on the tickets has been altered
  - in the case of a paper Pass any of the dates in the Travel Calendar has been altered
  - 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)
  - Which is used in non-compliance with the age categories indicated in Section I, clause 3.3.

As the Pass is personal, intended to only be used by the Pass holder, assisting third parties in their attempts to counterfeit the mobile Pass, for instance by sharing the mobile Pass and allowing them to take a picture or recording of the ticket screen, may result in your mobile Pass being blocked, upon detection by Eurail B.V. or the



participating carriers' staff. A blocked mobile Pass cannot be used for travelling, and a ticket or a new Pass will need to be purchased instead.

Presenting a recording or an image of the mobile Pass (including, but not limited to a screenshot, video or any other copy of the mobile Pass layout) upon inspection is considered a fraud.

#### Disagree with a fine? Pay it anyway

Even if you do not agree with the fine, it is important that you pay the fine. This will prevent any unnecessary increase in the fine amount. You can file an objection after payment. If we agree with your objection the amount you have paid will be refunded. Please contact our Customer Service for filing such an objection.

### 10. Luggage

With regard to the transportation of luggage, holders of a 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. For details on luggage conditions, including information on lost or stolen items please check directly with the relevant carrier.

#### 11. Minors

When traveling with minors, especially when they are traveling alone or without both parents or guardians, it is important to check the specific entry and exit requirements of the exit and destination country. Many countries have specific requirements for minors travelling alone, such as needing their own passport and/or visa, and additional documentation like parental consent forms or letters of authorization. Carriers may also have their own requirements or age restrictions in place.

It is the sole responsibility of the traveller or their legal representative to verify which rules and restrictions apply and ensure they are followed. Failure to comply with these requirements may result in denied entry, legal issues, or travel delays.

#### 12. Duplicates and replacement of paper Passes

A duplicate/replacement Interrail Pass cannot be issued for damaged, lost or stolen paper 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 clause 9).

## 13. 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 14) or for damages or extra costs incurred due to loss of baggage, theft, force majeure or other causes.

## 14. 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.

The compensation for sustained delay amounts to 12,00 euro for delays between 60 and 119 minutes and to 24,00 euro for delays of 120 minutes or more. The maximum compensation amount is limited to 50% 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 those carriers.

Requests for compensation should be made within 1 year after the last day of validity of the Pass.



For further information and for details on the procedure for compensation, please refer to:

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https://www.eurail.com/en/help/delay-compensation
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https://www.interrail.eu/en/support/delay-compensation

## 15. Governing law and jurisdiction

All disputes against Eurail B.V. that arise from or are related to these Conditions of Use are governed exclusively by Dutch law and will be submitted exclusively to the competent court in the Netherlands, without prejudice of Section I-1.1 and, Section II-14.

## 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 <u>https://www.interrail.eu/en/terms-</u><u>conditions/interrail-pass-conditions-of-use</u>) shall prevail.