



Comité international
des transports ferroviaires

Internationales
Eisenbahntransportkomitee

International Rail
Transport Committee

Version of 1 March 2008

General Terms and Conditions for the International Carriage of Passengers by Rail (GTC-CIV)

Applicable with effect from 1 July 2006

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A. General provisions

1 Objective of the GTC-CIV

The GTC-CIV govern the contractual relationship between the passenger and the carrier. They inform passengers of their rights and obligations in respect of carriage which is performed under the Convention concerning International Carriage by Rail (COTIF) and its appendix, the "Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)".

2 Definition

The General Terms and Conditions of Carriage (GTC-CIV) are the terms and conditions of the carrier(s), legally in force in each Member State, which, as a consequence of the conclusion of the contract of carriage and of the application of the Special Conditions of Carriage and of the Tariff (STC), become an integral part of that contract*.

3 Publication of the GTC-CIV

Passengers must be able to consult the GTC-CIV in an appropriate form. The following means of providing the GTC-CIV are considered to be appropriate:

- printed on paper to the IATA format as shown in Appendix 2
- on the internet
- printed as extracts as shown in Appendices 3 to 6
- in the form of notices in sales points

If only extracts are printed on the back of pre-printed tickets, then the complete GTC-CIV must be made available to passengers in sales points.

4 Entry into effect

The GTC-CIV came into force with effect from 1 July 2006.

5 Transitional provisions

The GTC-CIV are not applicable to contracts of carriage concluded under the CIV Uniform Rules 1980 on or before 30 June 2006.

* C.f. Article 3 c) CIV

B. General Terms and Conditions for the International Carriage of Passengers by Rail (GTC-CIV)

1 Legal basis

International carriage of passengers is subject to

- the provisions of the Convention concerning International Carriage by Rail (COTIF) including the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV) which forms Appendix A to that Convention, and
- the contract of carriage made up of these General Terms and Conditions of Carriage (GTC-CIV), supplemented by the special conditions of carriage and the tariff conditions hereafter referred to as the Special Conditions of Carriage and of the Tariff (STC).

COTIF, the CIV Uniform Rules, the GTC-CIV and the STC may be consulted at staffed sales points selling international tickets or tickets for connecting journeys.

2 Scope

These GTC-CIV apply to all international carriage of passengers, luggage and vehicles subject to the CIV Uniform Rules. The exact scope for each carrier (in terms of routes and offers) is defined in the STC.

For rail/sea and rail/air multimodal carriage which is not covered by a single contract of carriage, the statutory provisions to which carriage by sea and carriage by air are subject apply to the appropriate sections of those journeys.

3 Carriers

Carriers taking part in the carriage are indicated by a numeric code on tickets and associated documents. Carriers will make details of these numeric codes and the names and addresses of carriers available to passengers on demand.

Only those carriers identified by their numeric code on the ticket are liable to the passenger for the performance of the contract of carriage. The issuing undertaking is only liable if it also provides carriage for the journey in question.

4 Validity and amendment of the GTC - CIV

These GTC-CIV apply with effect from the date that the CIV Uniform Rules 1999 come into force. They are brought to the attention of passengers by being published in an appropriate way.

For those carriers who have adopted the CER/UIC/CIT Charter on Rail Passenger Services, section 13 took effect on 12 December 2004.

Amendments to the GTC-CIV take effect at the earliest six days after their publication.

5 Tickets, reservations and special services

5.1 General provisions

In principle, one or more tickets will be issued and given to the passenger on conclusion of the contract of carriage. Tickets may not be sold other than by authorised carriers or the sales points they authorise. If the authorised sales point is a travel agency, the agency is merely the intermediary of the issuer and/or the carrier(s) and assumes no liability resulting from the transport contract. All subsequent trade in tickets once bought is prohibited.

Tickets may take the form of electronic data records provided that it is possible to read their content in legible written characters.

The right to carriage is conditional on the passenger having a valid ticket.

In addition to specifying the carrier(s) (in accordance with section 3 of these GTC-CIV), the ticket contains the details necessary to prove the conclusion and contents of the contract of carriage. It establishes the rights and obligations of each of the parties.

The STC set out the arrangements for ordering, paying for and issuing tickets. Particular notice may be required for ordering tickets for specific offers and/or specific journeys.

As a general rule, tickets will only be issued a maximum of three months before their first day of validity.

Passengers must check their ticket(s) on receipt to confirm that it has/they have been issued in accordance with their requirements.

5.2 Conditions of use

Tickets issued for a specific train or linked to a reservation are in general only valid for the train and date shown on the ticket. Other international tickets are valid for two months. For certain fares or routes the STC may provide for a different period of validity.

In principle the journey must be completed within the period that the ticket is valid. In the case of force majeure or if the passenger cannot start or complete his journey as the result of the cancellation or lateness of a train or the breaking of a connection, the validity of the ticket will be extended to the extent necessary.

The STC will specify if the passenger must validate his ticket himself in the station or immediately after joining the means of transport.

A ticket which is not issued for a specific train or linked to a reservation entitles its holder to carriage in a lower category of train or lower class of travel.

In principle, tickets do not allow the use of public transport between different stations within the same town.

5.3 Validity

A ticket is not valid if

- it does not have the details, endorsements or any signature which may be necessary;
- it has been damaged, or the information on it has been made illegible, unrecognisable or been altered;
- any identity document and/or document of entitlement required under the STC and, if appropriate, carrying a photograph, cannot be produced or has expired;
- the period of validity has not yet started or has expired;
- it has not been validated as the STC requires and the ticket itself reiterates, or if the passenger has not completed any procedures required of him. Nevertheless the STC may provide arrangements for subsequent regularisation.

5.4 Routes, changes of route

For tickets issued for a specific train or linked to a reservation, the route of the train in question takes the place of the route permitted.

For other tickets, the route may be changed en route subject to the payment of any supplementary fare which may be required. In this case the STC may provide that

- reductions originally allowed may not continue to be taken into account;
- a charge may be made to change the route even if the new route is shorter;
- for certain fare offers, changes of route are not permitted.

Choice of a shorter route does not entitle the passenger to any refund.

5.5 Change of class or to another type of accommodation or another category of train

The STC specify the options and conditions for changing class, type of accommodation or train.

Changes are not permitted when using special fares for specific trains or linked to reservations.

5.6 Break of journey

The STC specify if break of journey is permitted.

5.7 Change of carrier

As a general rule, carriers only accept tickets on which they are shown as contracting parties.

If a number of carriers offer services over the same route – perhaps with different conditions and different fares – a change of carrier is subject to there being a prior agreement between the carriers. Details of these agreements are set out in the STC.

5.8 Reservations

The STC provide for the conditions in which reservations for seats or sleeping accommodation may be made or may be obligatory.

5.9 Supplementary services

The STC set down the conditions under which supplementary services are provided.

6 **Fares and charges**

The right to carriage is subject to the passenger's paying the fare specified by the carrier(s) in the STC. In principle the fare is payable before the start of the journey. Where national law permits, the exact fare may be required if a fare is paid in cash.

There may be a range of fares. Each fare may be linked to one or more types of service and may be subject to different conditions.

These conditions may include:

- conditions associated with the selling process (date of issue, of order or of use, sales channel, method of payment, etc.),
- conditions associated with the route or the service used, e.g. use of a specific train or of a train in which reservation is obligatory,
- a limitation on the number of seats available at a particular fare,
- a limitation on the period during which certain fares or certain means of transport are available,
- limitations on the use of particular trains,
- conditions of validity,
- limitations of the right to return and to change tickets or have them refunded.

As a general rule, the conditions above are different for individual passengers and passengers in groups. The conditions for passengers in groups may provide for special rules for reservation, use of particular trains, payment and cancellation.

Special conditions including a supplementary charge may apply to the purchase of tickets on board trains. The procedures for payment in these cases are specified in the STC.

Amendments to the STC take effect in accordance with the procedures and notice periods applicable in each country.

7 **Conditions for the return and exchange of tickets and for refunds**

7.1 General provisions

Return means that a ticket that has been issued is returned before its period of validity and is refunded in full.

Exchange means that a ticket that has been issued is exchanged for another with or without charge.

Refund means that an unused or partially used ticket is fully or partially refunded after its period of validity has started, normally with a charge being made.

Where a ticket is made out for a specific individual, only the person whose name appears on the ticket may return it or ask for a refund or exchange. Otherwise where a ticket is not made out for a specific individual, only the holder may return it or ask for a refund or exchange. The ticket itself must be surrendered.

Returns, refunds and exchanges may be refused if tickets have been damaged, or the information on them has been made illegible, unrecognisable or altered or if non-use cannot be confirmed.

In principle, tickets that were not paid for in cash may only be refunded by the means used for their payment.

In the case of ticket returns and full and partial refunds, carriers may offer repayment in the form of travel vouchers and lay down special conditions to provide for that.

Return, exchange and refund of electronic tickets are provided for in special provisions.

7.2 Returns

Returns may only be made to the issuing point within the time period fixed by the carrier.

The STC may set down for special provisions for returns.

7.3 Exchange

Exchanges may only be made within the time period fixed by the STC. Any difference in fares in favour of the passenger will be refunded to him, but likewise he will be required to pay the difference where the new fare is higher.

The STC may provide for special conditions for exchange.

7.4 Refund

Tickets for a specific train or where reservation is obligatory cannot be refunded where the journey has been abandoned en route.

As a rule, applications for the refund of unused or partially used tickets are to be made within one month of the expiry of the validity of the ticket at the point at which the passenger abandons the whole or part of his journey. He may also make application to the issuing point or to another carrier participating in providing carriage. If he does not ask for a refund at the point at which he discontinues his journey, he must have his unused or partially used ticket appropriately endorsed by the station at which he abandoned the whole or part of his journey before the expiry of his ticket. If he is not able to provide this proof of his abandonment of his journey he must demonstrate the ticket has not been used by other means.

If the passenger applies to another carrier, that carrier will be able to give him the address to which the application must be sent.

The STC may exclude the refund of tickets or provide for special conditions.

Carriers will pay refunds within a maximum period of three months after receiving the application and supporting documents from the passenger.

7.5 Replacement in the case of loss or theft

The carrier accepts no liability for loss, theft or the unauthorised use of a ticket. Unless otherwise provided, these tickets will neither be refunded nor replaced. }

Where the data on an electronic ticket has been corrupted, any arrangements for its replacement will be set down in special provisions.

8 **Children**

In principle, children aged four or below accompanied by an adult travel free on condition that they do not occupy a separate seat. As a general rule each adult may be accompanied by a maximum of two children not paying a fare.

For children aged above four and those four or below for whom a separate seat has been requested, the STC may provide for child fares. For each carrier, the conditions, age limits and as appropriate, fares are laid down in the STC.

Additional reductions for children (e.g. fares for family journeys) are set down in the tariff provisions section of the STC and apply to the carriers taking part in these offers.

9 **Carriage of animals**

Passengers may take live non-dangerous small domestic animals with them in boxes as hand luggage provided that no carrier taking part in the contract of carriage excludes the carriage of animals in his STC.

The boxes must be constructed in such a way as to exclude the possibility of causing harm to persons or property.

As a general rule, passengers may take dogs without their being in a box on condition that they are on a lead and are muzzled.

The STC set out the charges for the carriage of animals.

Special provisions may be applicable to guide dogs for the blind.

Passengers must supervise the animals they take with them.

Dangerous or sick domestic animals, including dogs, will not be carried.

With the exception of guide dogs for the blind, animals may not be taken into restaurant cars, buffet cars, coaches in which meals are served at seats or coaches in which animals are not permitted.

Special provisions apply to the carriage of small domestic animals and dogs in overnight trains.

10 **Hand luggage**

10.1 Acceptance of luggage

Passengers are only entitled to take personal effects associated with a purpose of their journey. Securities, commercial goods or goods carried for commercial purposes may not be taken.

Passengers may only take dangerous goods as hand luggage in accordance with the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to COTIF). Passengers may only take substances and articles packaged for retail sale and intended for their personal or domestic use or for leisure or sporting activities with them.

Firearms and ammunition cannot be carried as hand luggage unless the STC permit them and provide for conditions under which they are accepted.

Objects or products which could inconvenience other passengers are not accepted.

No passenger may take more than three items of luggage which are easily to handle and compatible with the space provided for luggage in trains. The greatest dimension of each item must be less than 85cm. The STC set down if further items of luggage, larger items or bulky objects (such as skis, surfboards, and bicycles) may be taken. If so, bulky items must be properly packed, dismantled or folded. Passengers must make suitable enquiries in advance about the arrangements for accepting these items.

Only hand luggage which is so packed and closed and has volume and weight which allow it to be carried and stowed without difficulty or risk of damage will be accepted. In no circumstances may luggage impede movement within vehicles.

10.2 The passenger's obligations

Hand luggage is carried on condition that the passenger alone is responsible for it and must supervise it.

Hand luggage must be clearly and legibly labelled with the name and address of the passenger. Luggage must be available to be examined by customs or administrative authorities at any time during the journey.

Passengers must be present during administrative formalities required by customs or other authorities.

It is the passenger's responsibility to assure himself that he complies with the administrative and customs regulations of the states along the route of the journey he is making.

10.3 Lost and abandoned luggage

All items of luggage found in a train must be reported to on-train staff.

The carrier reserves the right to open and check the contents of any item of luggage left in his trains or premises. The carrier may likewise, without accepting any liability, remove or destroy any item of luggage or its contents which he believes to constitute a risk to safety or security or to be liable to cause injury or inconvenience to persons or damage to property.

Charges may be made for the return of objects or luggage found in trains or on premises as a function of the type of object and the period it has been stored waiting collection. Neither the carrier nor the organisation or individual which he has authorised to store and supervise lost property is liable for loss, damage or delay in the storage or supervision process or the movement to the place of storage, or, to the extent that the service is provided, to the home of the owner.

11 **Registered luggage and motor vehicles**

Carriers may offer to carry registered luggage and/or motor vehicles on specific routes. The types of service, the routes, any special conditions, the procedures and the charges are shown in the STC.

12 **Liability for personal injury and loss and damage to property**

The liability of the carrier in the case of the death or injury to passengers and for loss of and damage to hand luggage, registered luggage and vehicles is subject to the CIV Uniform Rules.

13 **Liability for failure to keep to the timetable**

13.1 In the case of the cancellation of an international train, its delay or the breaking of connections, the carrier will reimburse the reasonable costs of accommodation and/or of a taxi and of notifying persons expecting passengers:

- if passengers are not able to continue their journey the same day or,
- if continuation of the journey cannot reasonably be expected in the circumstances.

13.2 For delays greater than one hour for international day trains and greater than two hours for international night trains or where a train is cancelled, carriers who have concluded the contract of carriage and who have adopted the CER/UIC/CIT Charter on Rail Passenger Services¹⁾ will compensate passengers with 20% of the fare paid for the journey on a one-way basis, if

- the fare (including reservation charges and train supplements) is a minimum of 50 euro, and
- the start and the end of the journey are within the European Union, in Norway or Switzerland.

Compensation will be by means of a voucher or in an equivalent form.

13.3 Delay to an international train is defined as the difference between the actual and timetabled arrival time at the station at which the passenger leaves it. To make a claim, passengers must present the original validated ticket together with any reservation within two months of the end of the journey in question to a carrier who participated in the carriage. If the carrier provides for it, a confirmation of delay form may be used instead of a reservation.

13.4 Pass type tickets (InterRail, EuroDomino, Eurail, etc.), car carrying trains and special trains are excluded from the compensation described in point 13.2.

¹⁾ Carriers who have adopted the charter:
ATOC, ČD, CFL, CFR, CIE, CP, DB, DSB, EVR, LG, LDZ,
MÁV, NS, NSB, ÖBB, OSE, PKP, RENFE, SNCB, SNCF, SJ,
SBB/CFF, SZ, Trenitalia, VR, ŽSSK

13.5 Instead of claiming compensation according to points 13.1 and 13.2, passengers may

- abandon the rest of their journey and obtain a full refund for that part of the journey which was not made, or
- abandon their journey completely and return to the departure station by the first appropriate train run by a participating carrier and claim a full refund of the fare paid, or
- continue their journey using a train run by a participating carrier to arrive at their destination with the least delay.

13.6 Passengers are not entitled to compensation if the failure to observe the timetable was the result of

- circumstances not connected with the operation of the railway which the carrier, despite having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent, or
- restrictions on traffic movement for construction or maintenance work which were publicised in advance, or
- strikes which the passenger knew or should have known about before starting his journey, or
- fault on the part of the passenger, or
- the behaviour of a third party which the carrier, despite having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent. The infrastructure manager and other undertakings using the same infrastructure are not considered as third parties.

14 Behaviour of passengers in stations and in trains

14.1 General provisions

Carriers, station management organisations and infrastructure managers may impose conditions for access to station areas and trains. Passengers are required to conform to their instructions and to those given by their staff.

Passengers are required to comply with any controls which certain carriers may impose before allowing access to their trains.

Passengers having tickets made out in their name or reduced fare cards are required to prove their identity on demand during ticket checks by presenting an official identity document with a photograph.

Passengers are to surrender their tickets to carriers on request and in exchange for replacement tickets or receipts.

Every passenger must behave in such a manner as not to disturb other passengers.

Passengers may only occupy one seat. In trains with compartments for young children or seats or compartments reserved for physically handicapped passengers, other passengers must give up these seats in case of need.

Smoking is not permitted in non-smoking areas even with the consent of other passengers.

Passengers may not operate emergency alarms or use emergency equipment except where there is a danger for their own safety or the safety of other passengers, other people or the train. In the case of improper use, and notwithstanding other action, that passenger must pay the penalty specified in the STC or in the carrier's own terms and conditions for such action.

14.2 Exclusion from carriage

The STC may provide that passengers who

- do not produce a valid ticket and refuse to pay the fare or surcharge on demand,
- present a danger for safety and the proper conduct of operations or for the safety of other passengers,
- inconvenience other passengers in an intolerable manner,

may be excluded from carriage or may be required to discontinue their journey and that such persons are not entitled to a refund of the fare or supplement paid.

15 Claims

Claims for reasons other than refunds must be sent to carriers' customer services departments. These are listed in the appendix to these GTC-CIV.

16 Jurisdiction

Only those courts having jurisdiction at the location of the registered office of the carrier whose liability the passenger asserts are competent.



List of carriers' addresses for the purposes of applying for refunds and making claims *

Code	Abbreviation	Carrier	Telephone	Fax	E-mail address
0024	LG	AB „Lietuvos Geležinkeliai“ Keleivių vežimo direkcija Pelesos 10 LT-02111 Vilnius	+370 5 269 20 54 +370 5 269 31 25	+370 5 269 39 44	passenger@litrail.lt
0078	HŽ	Hrvatske Željeznice Mihanovićevea 12 HR-10 000 Zagreb	+385 1 45 77 111/42-46	+385 1 48 41 410	sanja.posloncec@hznet.hr
0079	SŽ	Headquarters: Holding Slovenske železnice, d.o.o. Kolodvorska 11 SI-1506 Ljubljana			
		Refunds and claims: Holding Slovenske železnice, d.o.o. Poslovna enota potniški promet Kontrola prihodkov potniškega prometa 3.2.1.4 Kurilniška 3 SI-1000 Ljubljana	+386 1 291 2540	+386 1 291 2918	pritozbe.pohvale@slo-zeleznice.si
0083	FS Trenitalia	Refunds: Trenitalia - Direzione Amministrazione, Finanza e Controllo Amministrazione e Bilancio - Polo Amministrativo Territoriale Roma Rimborsi Internazionali Viale Spartaco Lavagnini, 58 IT-50128 Firenze			rimborsi.internazionali@trenitalia.it
		Claims: Trenitalia - Direzione Generale Operativa Passeggeri Assistenza - Gestione Operativa Reclami Via Giovanni Giolitti, 2 IT-00185 Roma			rapporticlienti@trenitalia.it

*) This list contains the headquarters addresses of carriers together with the addresses of the department(s) to which applications for refunds and claims are to be sent.

Code	Abbreviation	Carrier	Telephone	Fax	E-mail address
1153	CFR	Headquarters: Societatea Nationala de Transport Feroviar de Calatori „CFR CĂLĂTORI“ Bdul Dinicu Golescu, nr 38, Sect 1 Bucuresti, cod. 010873 RO - Romania	+40 21 319 0322	+40 21 319 03 39	
		Refunds: Societatea Nationala de Transport Feroviar de Calatori „CFR CĂLĂTORI“ Serviciul Verificare Venituri Trafic International Bdul Dinicu Golescu, nr 38, Sect 1 Bucuresti, cod. 010873 RO - Romania	+40 21 319 0311	+40 21 319 0326	alex.trandafir@cfr.ro corina.barbu@cfr.ro
		Claims: Societatea Nationala de Transport Feroviar de Calatori „CFR CĂLĂTORI“ Biroul Relatii cu Publicul Bdul Dinicu Golescu, nr 38, Sect 1 Bucuresti, cod. 010873 RO - Romania	+40 21 319 0309	+40 31 319 0309	rodicaelena.lupu@cfr.ro
1174	SJ AB	Headquarters: SJ AB SE-105 50 Stockholm			
		Refunds and claims: SJ AB Marknad & Information Kundkontakter S-105 50 Stockholm Schweden	+46-8-762 4431	+46-8-796 06 54	Birgitta.zeipel@sj.se
1180	DB	Headquarters: Deutsche Bahn AG Holzmarktstrasse 17 DE-10179 Berlin			

Code	Abbreviation	Carrier	Telephone	Fax	E-mail address
	DB (suite)	Refunds: North and Eastern Europe: DB Fernverkehr Regionalbereich Nordost FRB Ruschestrasse 104 DE-10365 Berlin South and Western Europe: DB Reise&Touristik AG Niederlassung Saarbrücken FNB17 Am Hauptbahnhof 4 DE-66111 Saarbrücken	+49 30 297 23241 /23230	+49 30 297 23114	
		Claims: DB Fernverkehr			
1185	SBB/CFF/FFS	Headquarters: Schweizerische Bundesbahnen Hochschulstrasse 6 CH 3000 Bern 65			
		Refunds and claims: SBB Brückfeldstrasse 16 CH 3000 Bern 65	+41 512 20 24 68	+41 512 20 26 83	Railecho1@sbb.ch (French) Railecho2@sbb.ch (Italian) Railecho3@sbb.ch (German)
3025	Arlanda Express	Arlanda Express/A-Train AB Box 130 SE-101 22 Stockholm			
3027	Länstrafiken i Norrbotten	Länstrafiken i Norrbotten AB Box 183 SE-956 23 Överkalix			
3028	Ofofbanen	Ofofbanen AS Postboks 333 NO-8505 Narvik			
3029	Viking Line	Viking Line ABP OYJ PB 119 FI-00161 Helsinki			

Code	Abbreviation	Carrier	Telephone	Fax	E-mail address
3030	GVG	GVG Georg Verkehrsorganisation GmbH Savignystrasse 80 DE 60325 Frankfurt am Main			
3049	Stena Line Scandinavia	Stena Line Scandinavia AB SE-405 19 Göteborg			
3050	Svenska Tåg- kompaniet	Svenska Tågkompaniet AB Centralplan 3 SE-803 11 Gävle			
3051	Connex Sverige	Connex Sverige AB Box 1820 SE-171 24 Solna			
3052	Silja Line	Silja Line Oy AB FI-02060 Silja			
3075	Merresor i Sverige	Merresor i Sverige AB Box 91 SE-571 21 Nässjö			



Appendix 2 GTC-CIV

& GTC-CIV, IATA format (The document is designed to be given to passengers in accordance with the instructions laid down by each carrier)

1 Legal basis

International carriage of passengers is subject to

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The right to carriage is conditional on the passenger having a valid ticket.

&) The manufactured specimen is only published with the printed version of the GTC-CIV. Copies for passengers are to be printed using both sides of plain paper of the same size as the IATA ticket format and either glued by their edge to a ticket wallet or supplied loose in a ticket wallet.

In addition to specifying the carrier(s) (in accordance with section 3 of these GTC-CIV), the ticket contains the details necessary to prove the conclusion and contents of the contract of carriage. It establishes the rights and obligations of each of the parties.

The STC set out the arrangements for ordering, paying for and issuing tickets. Particular notice may be required for ordering tickets for specific offers and/or specific journeys.

As a general rule, tickets will only be issued a maximum of three months before their first day of validity.

Passengers must check their ticket(s) on receipt to confirm that it has/they have been issued in accordance with their requirements.

5.2 Conditions of use

Tickets issued for a specific train or linked to a reservation are in general only valid for the train and date shown on the ticket.

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In principle, tickets do not allow the use of public transport between different stations within the same town.

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A ticket is not valid if

- it does not have the details, endorsements or any signature which may be necessary;
- it has been damaged, or the information on it has been made illegible, unrecognisable or been altered;
- any identity document and/or document of entitlement required under the STC and, if appropriate, carrying a photograph, cannot be produced or has expired;
- the period of validity has not yet started or has expired;
- it has not been validated as the STC requires and the ticket itself reiterates, or if the passenger has not completed

any procedures required of him. Nevertheless the STC may provide arrangements for subsequent regularisation.

5.4 Routes, changes of route

For tickets issued for a specific train or linked to a reservation, the route of the train in question takes the place of the route permitted.

For other tickets, the route may be changed en route subject to the payment of any supplementary fare which may be required. In this case the STC may provide that

- reductions originally allowed may not continue to be taken into account;
- a charge may be made to change the route even if the new route is shorter;
- for certain fare offers, changes of route are not permitted.

Choice of a shorter route does not entitle the passenger to any refund.

5.5 Change of class or to another type of accommodation or another category of train

The STC specify the options and conditions for changing class, type of accommodation or train.

Changes are not permitted when using special fares for specific trains or linked to reservations.

5.6 Break of journey

The STC specify if break of journey is permitted.

5.7 Change of carrier

As a general rule, carriers only accept tickets on which they are shown as contracting parties.

If a number of carriers offer services over the same route – perhaps with different conditions and different fares – a change

of carrier is subject to there being a prior agreement between the carriers. Details of these agreements are set out in the STC.

5.8 Reservations

The STC provide for the conditions in which reservations for seats or sleeping accommodation may be made or may be obligatory.

5.9 Supplementary services

The STC set down the conditions under which supplementary services are provided.

6 Fares and charges

The right to carriage is subject to the passenger's paying the fare specified by the carrier(s) in the STC. In principle the fare is payable before the start of the journey. Where national law permits, the exact fare may be required if a fare is paid in cash.

There may be a range of fares. Each fare may be linked to one or more types of service and may be subject to different conditions.

These conditions may include:

- conditions associated with the selling process (date of issue, of order or of use, sales channel, method of payment, etc.),
- conditions associated with the route or the service used, e.g. use of a specific train or of a train in which reservation is obligatory,
- a limitation on the number of seats available at a particular fare,
- a limitation on the period during which certain fares or certain means of transport are available,

- limitations on the use of particular trains,
- conditions of validity,
- limitations of the right to return and to change tickets or have them refunded.

As a general rule, the conditions above are different for individual passengers and passengers in groups. The conditions for passengers in groups may provide for special rules for reservation, use of particular trains, payment and cancellation.

Special conditions including a supplementary charge may apply to the purchase of tickets on board trains. The procedures for payment in these cases are specified in the STC.

Amendments to the STC take effect in accordance with the procedures and notice periods applicable in each country.

7 Conditions for the return and exchange of tickets and for refunds

7.1 General provisions

Return means that a ticket that has been issued is returned before its period of validity and is refunded in full.

Exchange means that a ticket that has been issued is exchanged for another with or without charge.

Refund means that an unused or partially used ticket is fully or partially refunded after its period of validity has started, normally with a charge being made.

Where a ticket is made out for a specific individual, only the person whose name appears on the ticket may return it or ask for a refund or exchange. Otherwise where a ticket is not made out for a specific individual, only the holder may return

it or ask for a refund or exchange. The ticket itself must be surrendered.

Returns, refunds and exchanges may be refused if tickets have been damaged, or the information on them has been made illegible, unrecognisable or altered or if non-use cannot be confirmed.

In principle, tickets that were not paid for in cash may only be refunded by the means used for their payment.

In the case of ticket returns and full and partial refunds, carriers may offer repayment in the form of travel vouchers and lay down special conditions to provide for that.

Return, exchange and refund of electronic tickets are provided for in special provisions.

7.2 Returns

Returns may only be made to the issuing point within the time period fixed by the carrier.

The STC may set down for special provisions for returns.

7.3 Exchange

Exchanges may only be made within the time period fixed by the STC. Any difference in fares in favour of the passenger will be refunded to him, but likewise he will be required to pay the difference where the new fare is higher.

The STC may provide for special conditions for exchange.

7.4 Refund

Tickets for a specific train or where reservation is obligatory cannot be refunded where the journey has been abandoned en route.

As a rule, applications for the refund of unused or partially used tickets are to be made within one month of the expiry of the

validity of the ticket at the point at which the passenger abandons the whole or part of his journey. He may also make application to the issuing point or to another carrier participating in providing carriage. If he does not ask for a refund at the point at which he discontinues his journey, he must have his unused or partially used ticket appropriately endorsed by the station at which he abandoned the whole or part of his journey before the expiry of his ticket. If he is not able to provide this proof of his abandonment of his journey he must demonstrate the ticket has not been used by other means.

If the passenger applies to another carrier, that carrier will be able to give him the address to which the application must be sent.

The STC may exclude the refund of tickets or provide for special conditions.

Carriers will pay refunds within a maximum period of three months after receiving the application and supporting documents from the passenger.

7.5 Replacement in the case of loss or theft

The carrier accepts no liability for loss, theft or the unauthorised use of a ticket. Unless otherwise provided, these tickets will neither be refunded nor replaced.

Where the data on an electronic ticket has been corrupted, any arrangements for its replacement will be set down in special provisions.

8 Children

In principle, children aged four or below accompanied by an adult travel free on condition that they do not occupy a separate seat. As a general rule each adult may be accompanied by a maximum of two children not paying a fare.

For children aged above four and those four or below for whom a separate seat has been requested, the STC may provide for child fares. For each carrier, the conditions, age limits and as appropriate, fares are laid down in the STC.

Additional reductions for children (e.g. fares for family journeys) are set down in the tariff provisions section of the STC and apply to the carriers taking part in these offers.

9 Carriage of animals

Passengers may take live non-dangerous small domestic animals with them in boxes as hand luggage provided that no carrier taking part in the contract of carriage excludes the carriage of animals in his STC.

The boxes must be constructed in such a way as to exclude the possibility of causing harm to persons or property.

As a general rule, passengers may take dogs without their being in a box on condition that they are on a lead and are muzzled.

The STC set out the charges for the carriage of animals.

Special provisions may be applicable to guide dogs for the blind.

Passengers must supervise the animals they take with them.

Dangerous or sick domestic animals, including dogs, will not be carried.

With the exception of guide dogs for the blind, animals may not be taken into restaurant cars, buffet cars, coaches in which meals are served at seats or coaches in which animals are not permitted.

Special provisions apply to the carriage of small domestic animals and dogs in overnight trains.

10 Hand luggage

10.1 Acceptance of luggage

Passengers are only entitled to take personal effects associated with a purpose of their journey. Securities, commercial goods or goods carried for commercial purposes may not be taken.

Passengers may only take dangerous goods as hand luggage in accordance with the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to COTIF). Passengers may only take substances and articles packaged for retail sale and intended for their personal or domestic use or for leisure or sporting activities with them.

Firearms and ammunition cannot be carried as hand luggage unless the STC permit them and provide for conditions under which they are accepted.

Objects or products which could inconvenience other passengers are not accepted.

No passenger may take more than three items of luggage which are easily to handle and compatible with the space provided for luggage in trains. The greatest dimension of each item must be less than 85cm. The STC set down if further items of luggage, larger items or bulky objects (such as skis, surfboards, and bicycles) may be taken. If so, bulky items must be properly packed, dismantled or folded. Passengers must make suitable enquiries in advance about the arrangements for accepting these items.

Only hand luggage which is so packed and closed and has volume and weight which allow it to be carried and stowed without difficulty or risk of damage will be accepted. In no circumstances may luggage impede movement within vehicles.

10.2 The passenger's obligations

Hand luggage is carried on condition that the passenger alone is responsible for it and must supervise it.

Hand luggage must be clearly and legibly labelled with the name and address of the passenger. Luggage must be available to be examined by customs or administrative authorities at any time during the journey.

Passengers must be present during administrative formalities required by customs or other authorities.

It is the passenger's responsibility to assure himself that he complies with the administrative and customs regulations of the states along the route of the journey he is making.

10.3 Lost and abandoned luggage

All items of luggage found in a train must be reported to on-train staff.

The carrier reserves the right to open and check the contents of any item of luggage left in his trains or premises. The carrier may likewise, without accepting any liability, remove or destroy any item of luggage or its contents which he believes to constitute a risk to safety or security or to be liable to cause injury or inconvenience to persons or damage to property.

Charges may be made for the return of objects or luggage found in trains or on

premises as a function of the type of object and the period it has been stored waiting collection. Neither the carrier nor the organisation or individual which he has authorised to store and supervise lost property is liable for loss, damage or delay in the storage or supervision process or the movement to the place of storage, or, to the extent that the service is provided, to the home of the owner.

11 Registered luggage and motor vehicles

Carriers may offer to carry registered luggage and/or motor vehicles on specific routes. The types of service, the routes, any special conditions, the procedures and the charges are shown in the STC.

12 Liability for personal injury and loss and damage to property

The liability of the carrier in the case of the death of or injury to passengers and for loss of and damage to hand luggage, registered luggage and vehicles is subject to the CIV Uniform Rules.

13 Liability for failure to keep to the timetable

13.1 In the case of the cancellation of an international train, its delay or the breaking of connections, the carrier will reimburse the reasonable costs of accommodation and/or of a taxi and of notifying persons expecting passengers:

- if passengers are not able to continue their journey the same day or,
- if continuation of the journey cannot reasonably be expected in the circumstances.

13.2 For delays greater than one hour for international day trains and greater than two hours for international night trains or where a train is cancelled, carriers who have concluded the contract of carriage and who have adopted the CER/UIC/CIT Charter on Rail Passenger Services¹⁾ will compensate passengers with 20% of the fare paid for the journey on a one-way basis, if

- the fare (including reservation charges and train supplements) is a minimum of 50 euro, and
- the start and the end of the journey are within the European Union, in Norway or Switzerland.

¹⁾ Carriers who have adopted the charter: ATOC, ČD, CFL, CFR, CIE, CP, DB, DSB, EVR, LG, LDZ, MÁV, NS, NSB, ÖBB, OSE, PKP, RENFE, SNCF, SJ, SBB/CFF, SZ, Trenitalia, VR, ZSSK

Compensation will be by means of a voucher or in an equivalent form.

13.3 Delay to an international train is defined as the difference between the actual and timetabled arrival time at the station at which the passenger leaves it. To make a claim, passengers must present the original validated ticket together with any reservation within two months of the end of the journey in question to a carrier who participated in the carriage. If the carrier provides for it, a confirmation of delay form may be used instead of a reservation.

13.4 Pass type tickets (InterRail, Euro-Domino, Eurail, etc.), car carrying trains and special trains are excluded from the compensation described in point 13.2.

13.5 Instead of claiming compensation according to points 13.1 and 13.2, passengers may

- abandon the rest of their journey and obtain a full refund for that part of the journey which was not made, or
- abandon their journey completely and return to the departure station by the first appropriate train run by a participating carrier and claim a full refund of the fare paid, or
- continue their journey using a train run by a participating carrier to arrive at their destination with the least delay.

13.6 Passenger are not entitled to compensation if the failure to observe the timetable was the result of

- circumstances not connected with the operation of the railway which the carrier, despite having taken the care

required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent, or

- restrictions on traffic movement for construction or maintenance work which were publicised in advance, or
- strikes which the passenger knew or should have known about before starting his journey, or
- fault on the part of the passenger, or
- the behaviour of a third party which the carrier, despite having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent. The infrastructure manager and other undertakings using the same infrastructure are not considered as third parties.

14 Behaviour of passengers in stations and in trains

14.1 General provisions

Carriers, station management organisations and infrastructure managers may impose conditions for access to station areas and trains. Passengers are required to conform to their instructions and to those given by their staff.

Passengers are required to comply with any controls which certain carriers may impose before allowing access to their trains.

Passengers having tickets made out in their name or reduced fare cards are required to prove their identity on demand during ticket checks by presenting an official identity document with a photograph.

Passengers are to surrender their tickets to carriers on request and in exchange for replacement tickets or receipts.

The passenger shall hand in his ticket to the staff of the carrier if he is asked to do so. He shall receive a replacement ticket or a receipt.

Passengers may only occupy one seat. In trains with compartments for young children or seats or compartments reserved for physically handicapped passengers, other passengers must give up these seats in case of need.

Smoking is not permitted in non-smoking areas even with the consent of other passengers.

Passengers may not operate emergency alarms or use emergency equipment except where there is a danger for their own safety or the safety of other passengers, other people or the train. In the case of improper use, and not withstanding other action, that passenger must pay the penalty specified in the STC or in the carrier's own terms and conditions for such action.

14.2 Exclusion from carriage

The STC may provide that passengers who

- do not produce a valid ticket and refuse to pay the fare or surcharge on demand,
 - present a danger for safety and the proper conduct of operations or for the safety of other passengers,
 - inconvenience other passengers in an intolerable manner,
- may be excluded from carriage or may be required to discontinue their journey and that such persons are not entitled to a refund of the fare or supplement paid.

15 Claims

Claims for reasons other than refunds must be sent to carriers' customer services departments. These are listed in the appendix to these GTC-CIV.

16 Jurisdiction

Only those courts having jurisdiction at the location of the registered office of the carrier whose liability the passenger asserts are competent.



Appendix 3 GTC-CIV

Extract from the General Terms and Conditions of Carriage (GTC-CIV) *)

- 1. Carriage is subject to the provisions
- of the Convention concerning International Carriage by Rail (COTIF) including the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV) which forms Appendix A to that Convention, and
- of these General Terms and Conditions of Carriage (GTC-CIV), supplemented by the Special Conditions of Carriage and of the Tariff (STC) which form the contract of carriage.
COTIF, the CIV Uniform Rules, the GTC-CIV and the STC may be consulted at staffed sales points selling international tickets or tickets for connecting journeys.
2. These GTC-CIV apply to all international carriage of passengers, luggage and vehicles subject to the CIV Uniform Rules. The exact scope for each carrier (in terms of routes and offers) is defined in the STC.
For rail/sea and rail/air multimodal carriage which is not covered by a single contract of carriage, the statutory provisions to which carriage by sea and carriage by air are subject apply to the appropriate sections of those journeys.
3. Carriers taking part in the carriage are indicated by a numeric code on tickets and associated documents. Carriers will make details of these numeric codes and the names and addresses of carriers available to passengers on demand.
Only those carriers identified by their numeric code on the ticket are liable to the passenger for the performance of the contract of carriage. The issuing undertaking is only liable if it also provides carriage for the journey in question.
4. One or more tickets will be issued and given to the passenger on conclusion of the contract of carriage. Tickets may not be sold other than by authorised carriers or the sales points they authorise. If the authorised sales point is a travel agency, the agency acts merely as the intermediary of the issuer and/or the carrier(s) and assumes no liability resulting from the transport contract. All subsequent trade in tickets once bought is prohibited.
The right to carriage is conditional on the passenger having a valid ticket. Passengers must check their ticket(s) on receipt to confirm that it has/they have been issued in accordance with their requirements. If appropriate, the passenger must validate his ticket himself in the station or immediately after joining the means of transport.
5. Tickets issued for a specific train or linked to a reservation are in general only valid for the train and date shown on the ticket. Other international tickets are valid for two months. For certain fares or routes the STC may provide for a different period of validity.
6. The STC specify if break of journey is permitted.
7. As a rule, applications for the refund of unused or partially used tickets are to be made within one month of the expiry of the validity of the ticket at the point at which the passenger abandons the whole or part of his journey. He may also make application to the issuing point or to another carrier participating in providing carriage. If he does not ask for a refund at the point at which he discontinues his journey, he must have his unused or partially used ticket appropriately endorsed by the station at which he abandoned the whole or part of his journey before the expiry of his ticket. If he is not able to provide this proof of his abandonment of his journey he must demonstrate the ticket has not been used by other means. The STC may exclude the refund of tickets or provide for special conditions.
If the passenger applies to another carrier, that carrier will be able to give him the address to which the application must be sent.
8. The carrier accepts no liability for loss, theft or the unauthorised use of a ticket. Unless otherwise provided, these tickets will neither be refunded nor replaced. Passengers are to surrender their tickets to carriers on request and in exchange for replacement tickets or receipts.
9. Passengers are only entitled to take personal effects associated with a purpose of their journey. Securities, commercial goods or goods carried for commercial purposes may not be taken. No passenger may take more than three items of luggage which are easily to handle and compatible with the space provided for luggage in trains. A notice concerning the carriage of dangerous goods provides details of dangerous goods which passengers may be able to take with them.
10. Passengers must be present during administrative formalities required by customs or other authorities.

* This extract from the GTC-CIV is designed to be printed on ticket covers. It may also be printed on ticket wallets or given separately to passengers.



Appendix 4 GTC-CIV

Abridged extract from the General Terms and Conditions of Carriage (GTC-CIV) *)

The right to carriage is conditional on the passenger having a valid ticket. Passengers must check their ticket(s) on receipt to confirm that it has/they have been issued in accordance with their requirements. If appropriate, the passenger must validate his ticket himself in the station or immediately after joining the means of transport.

Tickets issued for a specific train or linked to a reservation are in general only valid for the train and date shown on the ticket. Other international tickets are valid for two months. For certain fares or routes the Special Conditions of Carriage and of the Tariff (STC) may provide for a different period of validity.

As a rule, applications for the refund of unused or partially used tickets are to be made within one month of the expiry of the validity of the ticket at the point at which the passenger abandons the whole or part of his journey. He may also make application to the issuing point or to another carrier participating in providing carriage. If he does not ask for a refund at the point at which he discontinues his journey, he must have his unused or partially used ticket appropriately endorsed by the station at which he abandoned the whole or part of his journey before the expiry of his ticket. If he is not able to provide this proof of his abandonment of his journey he must demonstrate the ticket has not been used by other means. The STC may exclude the refund of tickets or provide for special conditions.

If the passenger applies to another carrier, that carrier will be able to give him the address to which the application must be sent.

The passenger shall hand in his ticket to the staff of the carrier if he is asked to do so. He shall receive a replacement ticket or a receipt.

If a ticket is sold by an authorised travel agency, the agency acts merely as the intermediary of the issuer and/or the carrier(s) and assumes no liability resulting from the transport contract.

*) This abridged extract of the General Terms and Conditions of Carriage (GTC-CIV) is designed to be printed on the back of coupons which are issued electronically without a cover and which are just used for international traffic.



Appendix 5 GTC-CIV

Reference to the CIV Uniform Rules and to the General Terms and Conditions of Carriage (GTC-CIV) *)

... (national terms and conditions)

If this ticket is issued for an international journey, carriage is subject to the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV), the General Terms and Conditions of Carriage (GTC-CIV) and the carriers' Special Conditions of Carriage and of the Tariff (STC). Exchange and refund are subject to special conditions.

The passenger shall hand in his ticket to the staff of the carrier if he is asked to do so. He shall receive a replacement ticket or a receipt.

If a ticket is sold by an authorised travel agency, the agency acts merely as the intermediary of the issuer and/or the carrier(s) and assumes no liability resulting from the transport contract. }

... (any other terms and conditions or explanations)

* * * * *

*) This reference to the CIV Uniform Rules and to the General Terms and Conditions of Carriage (GTC-CIV) is designed to be printed on coupons which are used for international and for domestic traffic and are issued electronically without a cover.



Appendix 6 GTC-CIV

Notification of the terms and conditions of use *)

Important information for the holder of this document

If this document is issued for the use of a means of transport, the statutes and the general and specific terms and conditions for that means of transport are applicable. They may be obtained from the carriers in question. This document must be presented unprompted when ticket checks are made.

Tickets and/or vouchers for services are to be accepted or exchanged in accordance with the provisions applicable to these services. These provisions may be obtained from offices issuing the tickets and vouchers.

If a ticket or service is sold by an authorised travel agency, the agency acts merely as the intermediary of the issuer and/or the carrier(s) and assumes no liability resulting from the transport contract.

*) This notification of the terms and conditions of use is designed to be printed on the back of coupons which are issued electronically without a cover and which are used for tickets for international and domestic traffic and for other documents with a value.



Notice concerning the carriage of dangerous goods *)

Carriage of dangerous goods as hand or registered luggage and in or on motor vehicles (accompanied car trains)

The substances and articles of the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), including explosive and flammable substances and articles, substances liable to spontaneous combustion, toxic, infectious, radioactive and corrosive substances are not permitted to be carried as hand or registered luggage.

Only those dangerous goods which satisfy the provisions for exemption from the RID are permitted. These include in particular dangerous goods for personal use and equipment containing dangerous goods in its internal mechanisms provided that its packaging or nature prevents any leakage of contents, for example, matches, cigarette lighters, aerosols, electronic equipment for recording and reproduction, cellular telephones and portable computers, gas and fuel contained in the tanks of means of transport.

Radioactive substances

- implanted or incorporated for diagnostic or therapeutic purposes in the body of a person or live animal,
 - contained in products for consumption after their sale to the end-user if they have been approved by the competent authorities,
 - which arise naturally and contain radionuclides in their natural state or from which the radionuclides have been extracted
- are permitted.

Therapeutic equipment for the journey is permitted.

Every carrier may impose additional restrictions.

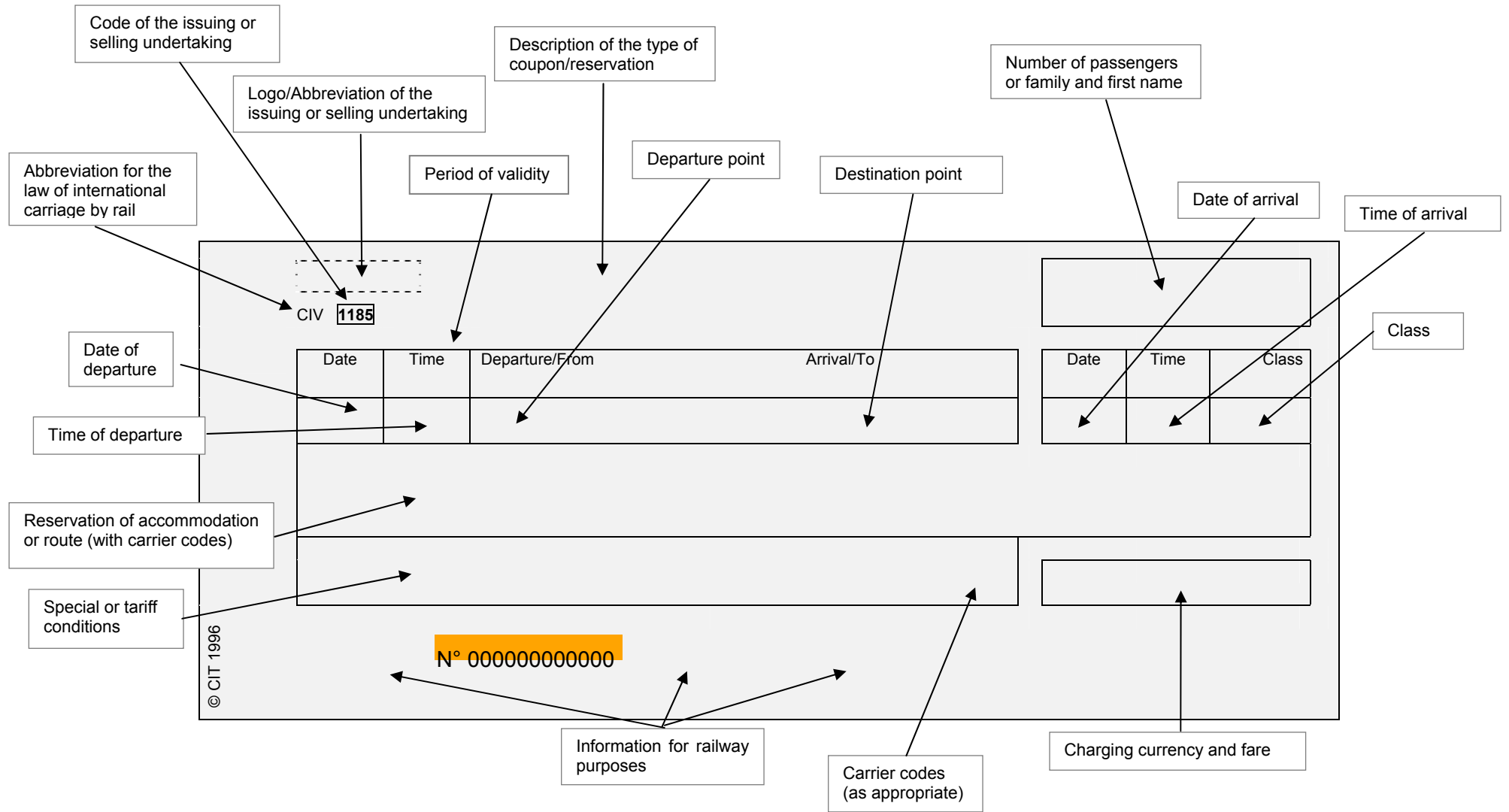
*) This notice is designed to draw the attention of passengers to the restrictions on the carriage of dangerous goods as registered or hand luggage (in accordance with the Regulation concerning the International Carriage of Dangerous Goods by Rail - RID). It is available in the public part of the CIT website (www.cit-rail.org/html/e/produkte_02_e.php). It may similarly be made available by carriers on their own websites, published on a bill board or as a handbill.



Notes explaining the information shown on tickets produced electronically *)

See back

*) These notes are available in the public part of the CIT website (www.cit-rail.org/html/e/produkte_02_e.php). They may similarly be made available by carriers on their own websites or given to passengers.





Making an application for a refund *)

Passengers may make applications for refund to the carrier who issued the ticket or to one of the carriers taking part in the provision of carriage.

As a rule, applications for the refund of unused or partially used tickets are to be made within one month of the expiry of the validity of the ticket at the point at which the passenger abandons the whole or part of his journey.

Documents to be attached to the application for refund

Passengers are to make their applications for refund attaching the ticket, as appropriate with the cover, and supported by endorsements made and if appropriate by other tickets bought to replace it or by other supporting documents such as airline tickets or a medical certificate.

Carriers' tasks

If a passenger applies to a carrier who has not participated in the contract of carriage, that carrier is to give him the address to which the application must be sent.

Time limit for processing applications for refunds

The carrier to whom the application is sent is to pay the refund within a maximum period of three months after receiving the application and all the supporting documents.

Bank transfers to other countries

If the passenger lives in another country, the refund to be paid is to be sent to him in the currency of that country and the sender's bank charges for the transfer are to be paid by the carrier making the refund.

Tickets issued by a travel agency

If a ticket has been issued by a travel agency, the carrier receiving the application may pay the amount to be refunded via the agency. In this case, the amount to be refunded is to be paid to the claimant by the travel agency without deduction, except for any costs for transferring the money.

*) In addition to the GTC-CIV, these provisions are available on the public part of the CIT website (www.cit-rail.org/html/e/produkte_02_e.php). They may similarly be made available by carriers on their own websites.



Making a claim in the event of the death of or injury to passengers *)

Reporting of the accident

The passenger or the person entitled must report the accident in writing within twelve months starting from recognition of the injury. The claim may be made to following (competent) carriers:

- a) the carrier liable (where the accident occurred);
- b) the carrier on departure;
- c) the carrier at the destination;
- d) the carrier whose principal place of business or the branch or agency which concluded the contract of carriage are in the state where the passenger is domiciled or habitually resident.

If the passenger or person entitled reports the accident by word of mouth to a carrier other than the carrier indicated in a), that carrier is to record the statements made to him in an accident report and is to send the original to the carrier liable immediately. The author of the statements made is to receive copy of the report.

The passenger or person entitled may also report the accident to the carrier in whose care the passenger was at the time of the accident. That carrier is to be responsible for producing the accident report, in accordance with the provisions of its national law.

If a claim is submitted to a non-competent carrier, that carrier is to provide details of the competent carrier(s). A non-competent carrier is not empowered to give any acknowledgement to a person entitled who has reported the accident by word of mouth.

Time limits

The carrier liable is to declare what action he proposes to take in respect of the claim within a period of six months following its receipt.

When an extension to the time period is needed owing to difficulties encountered in investigating the case or for other pressing motives, the carrier liable is to notify the person entitled, if appropriate via the carrier who received the claim, before expiry of the deadline stating reasons and if possible the approximate length of the extension.

Information to the person entitled

The carrier liable may inform the person entitled directly of his decision.

*) In addition to the GTC-CIV, these provisions are available on the public part of the CIT website (www.cit-rail.org/html/e/produkte_02_e.php). They may similarly be made available by carriers on their own websites.



Making a claim for compensation for delay during the day *)

Scope

These provisions are applicable to carriers who have adopted the CER/UIC/CIT Charter on Rail Passenger Services: ATOC, ČD, CFL, CIE, CP, DB, DSB, EVR, LG, LDZ, MÁV, NS, NSB, ÖBB, OSE, PKP, RENFE, SNCB, SNCF, SJ, SBB/CFF, SZ, Trenitalia, VR, ZSSK.

They cover international journeys which start and finish within the European Union, in Norway or Switzerland.

They are not applicable to cross border local transport communities.

Pre-conditions and amount of compensation

If an international train is cancelled, an international day train delayed by more than an hour, or an international night train more than two hours, the carrier is to pay compensation to the passenger. This compensation is to be 20% of the fare paid (ticket, reservation, supplements) on a one-way basis for the international journey in question. Lateness is measured at the point at which the passenger leaves the international train.

Making the claim for compensation

The claim is to be made within two months of finishing the journey to a carrier taking part in the provision of carriage. Valid and validated tickets together with any reservation are to be attached.

If appropriate, a confirmation of delay form is to be used instead of a reservation. The form may be distributed in the train or by customer service staff.

Exceptionally, the passenger may justify his claim by other means.

Exclusions

The carrier is relieved from liability when the cancellation or late running is attributable to one of the following causes:

- a) circumstances not connected with the operation of the railway which the carrier, despite having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent [Article 32 § 2 a) CIV]; or
- b) restrictions on traffic movement for construction or maintenance work which were publicised in advance; or
- c) a strike which was publicised in advance or an unexpected strike; or
- d) fault on the part of the passenger [Article 32 § 2 b) CIV]; or
- e) the behaviour of a third party which the carrier, despite having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent. Another undertaking using the same infrastructure is not to be considered as a third party [Article 32 § 2 c) CIV].

The infrastructure manager, substitute carriers and service providers linked contractually to the carrier are not to be considered as third parties.

*) In addition to the GTC-CIV, these provisions are available on the public part of the CIT website (www.cit-rail.org/html/e/produkte_02_e.php). They may similarly be made available by carriers on their own websites.