



## CONTRACT OF CARRIAGE

## **COURTESY TRANSLATION**

# **GENERAL TRANSPORT CONDITIONS**

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## **1) Introduction and scope of application**

This Contract of Carriage (“Contract of Carriage”) governs the passenger rail transport service provided nationally by ITALO – Nuovo Transport Viaggiatori S.p.A., with its registered office in Rome, Via Casilina 1, VAT no. 09247981005 (“ITALO”).

Pursuant to and in application of the relevant law in force, ITALO is the holder of licence no. 44, issued by the Ministry of Sustainable Infrastructure and Mobility on 6 February 2007, which allows the carrying out of passenger rail transport services in accordance with the means and conditions envisaged by Legislative Decree no. 112 of 15 July 2015, as modified by Leg. Decree 139/18.

The Contract of Carriage consists of these General Transport Conditions (“General Transport Conditions” or “GTCs”) and Annex I and can be consulted on the website [www.italotrain.it](http://www.italotrain.it) (the “Website”), in ITALO reception areas at stations and at travel agents that can sell ITALO rail transport tickets.

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## **2) Law applicable to the passenger rail transport service**

The passenger rail transport service provided by ITALO is also governed by the following regulatory sources:

- Regulation (EC) no. 1371/2007 of the European Parliament and Council of 23 October 2007, relating to passengers’ rights and obligations in rail transport (“Regulation”);
- the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 (as modified with the protocol of 3 June 1999) and related Appendices “A”, on the international transport of passengers (CIV), and “C” on the international transport of dangerous goods (RID);
- Presidential Decree no. 753 of 11 July 1980 and Law no. 911 of 4 April 1935, as restored with Law no. 9 of 18 February 2009 (to the extent applicable to ITALO);
- the Civil Code on Contract of Carriages (Book IV, Chapter III, Heading VIII);
- Leg. Decree no. 206 of 6 September 2005 (“Consumer Code”).

Anyone who, for whatever reason, uses the transport service provided by ITALO, is subject to the provisions contained in this Contract of Carriage as well as to the aforementioned regulations.

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## **3) Contract of Carriage**

**3.1** With the Contract of Carriage, ITALO undertakes to transport any person who has a valid ticket (“Passenger”) to their destination, subject to advance payment of the price. Without prejudice to the application of the rights referred to in the following Article 16 of this Contract of Carriage, the Passenger acknowledges and accepts that, following measures taken by Rete Ferroviaria Italiana S.p.A. as the Infrastructure Manager, the purchased train service may suffer changes and/or cancellations for reasons not attributable to ITALO.

The Contract of Carriage which is concluded pursuant to these GTCs relates to the use by the

Passenger of the single rail service purchased and is represented by a ticket which allow the passenger to use the service.

Should ITALO intend to offer the possibility of using two or more successive rail services together, the Passenger can buy a global ticket ("Global Ticket"), which is marked by a unique alphanumeric booking code associated with the ticket and identified by a single "Ticket Code". For the purposes of applying passengers' rights and obligations in rail transport, therefore only a journey made with a number of successive ITALO trains/services bought at the same time as a Global Ticket can be considered as a single journey.

Should there be use of a number of ITALO operated means of transport, but not offered by ITALO as a combined service, the individual travel segments, which are marked by a number of tickets, will be considered as separate from each other.

In all other cases, also where a number of tickets are bought at the same time (a number of successive trains/rail services and/or trains of another rail company and/or any other means of transport, air, sea or land) the journeys are considered as distinct, separate and autonomous and, consequently, each of them is regulated by its relevant Contract of Carriage.

### 3.2 Transport is expressly banned of:

- dangerous goods, by way of example: arms and weapons, except for by police officers and public security forces, as well as for other people equivalent to them serving onboard on behalf of ITALO; explosive and inflammable materials and objects; radioactive and corrosive materials;
- substances and objects the holding and/or possession of which are banned by national, EU and/or international laws, or the holding and/or possession of which could give rise to potential danger for the security of the train, as well as for the safety of the other Passengers;
- non-domestic and/or domestic animals (such as dogs, cats, etc.) when carrying illnesses that can be transmitted to people.

3.3 Unless proved otherwise, the ticket is proof of the conclusion and contents of the Contract of Carriage. However, the absence, irregularity or loss of the ticket does not exonerate the Passenger from full compliance with these GTCs.

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## **4) Travel information**

ITALO guarantees the information on the services offered. Through ITALO staff ("ITALO staff"), at travel agencies as well as through the ITALO contact center on number 892020 ("Italo Assistance")<sup>1</sup> and the Website, Passengers can have information relating to:

- a) ITALO Contract of Carriage;
- b) times and conditions for the fastest transport;
- c) times and conditions for the cheapest transport;
- d) interruption or delay to the transport service;
- e) board services;

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<sup>1</sup> The details and costs of Italo Assistance are available on the Website

- f) procedures to make complaints.

For information relating to accessibility conditions for Disabled Passengers or with reduced mobility and the assistance services aboard dedicated to them, ITALO makes available the ITALO contact center on number 060708 (“Pronto Italo”)<sup>2</sup>, as well as the aforementioned channels.

During transport, ITALO will provide Passengers information relating to:

- a) board services;
- b) upcoming stops;
- c) delays;
- d) technical and Passenger safety.

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## **5) Ticket**

### **5.1 Introduction**

In order to be admitted to transport by ITALO, the Passenger must hold a ticket (“Ticket”) with their name and surname (“Name”) valid for the route, date, departure and arrival time of the train and the journey class with a seat assigned by ITALO. The Passenger is entitled to the supply of any accessory services<sup>3</sup> purchased in advance and on the basis of the availability of the related seat assignment.

Tickets are divided into a range of commercial offers, which can be consulted on the Website.

The Ticket sets out all the indications, as set out in paragraph 5.9 of the GTCs, needed to define the contents of the Contract of Carriage.

The Ticket consists of an alphanumeric code issued following the electronic registration of data made available to the Passenger in a form the latter can read and print (“Record” of the Ticket).

In stations, where there are access gates to platforms, the Passenger will be required to show the Record to station staff responsible for such checks.

At the time of purchase of the Ticket, the Passenger is required to promptly verify the accuracy of the data set out therein, with particular reference to the Name, the price paid, the number of people, the route, the journey class, the train departure and arrival date and time, as well as any accessory services purchased.

The Passenger is obliged to communicate to ITALO onboard staff the Ticket Code and, if requested, show a valid identity document in order to verify, in compliance with the applicable law, ownership of the Ticket.

Passengers are banned from boarding on train without a valid Ticket.

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<sup>2</sup> The details and costs of Pronto Italo are available on the Website.

<sup>3</sup> Passengers can buy the accessory services specified on the Website, provided that the provision of these is envisaged aboard the chosen train.

Passengers are required to safeguard the Ticket with due diligence, taking all the necessary diligence to avoid its loss and theft. Tickets can only be sold by ITALO through the sale channels as set out in paragraph 5.4 below. Any other different sale of Tickets is forbidden.

### 5.2 Non-assignment of the Ticket

The Ticket is for a named person and can only be assigned through the sale channels as set out in paragraph 5.4 of the GTCs or which are authorized by ITALO.

### 5.3 Collective ticket

A single Ticket (“Collective ticket”) can also be issued for up to a maximum of 29 Passengers and must foresee the Name of at least one Passenger as the contact person for the Ticket (“Contact Person”). Should the Contact Person decide not to travel, it will be necessary to substitute it with a new Contact Person pursuant to article 9 of the GTCs in order to allow the other Passengers to use the aforementioned transport service.

### 5.4 ITALO sale channels

Passengers can purchase Tickets up to 3 (three) minutes before the scheduled departure of the chosen train through the following sale channels:

- a) Website;
- b) Pronto Italo;
- c) Station ticket offices, if available;
- d) Self-service ticket machines located in public spaces of stations (“SSTM”);
- e) ITALO onboard staff equipped with dedicated mobile equipment only with “Aboard” fee Tickets<sup>4</sup>;
- f) travel agencies.

The purchase of a Ticket through Pronto Italo can entail the payment of a set amount for the service, which is never applied to Disabled Passengers and Passengers with reduced mobility, as set out in article 14 of the GTCs.

The sale channels and the related methods or payment can also be consulted on the Website.

### 5.5 Platform booking

Without prejudice to the provisions of paragraph 3.1 of the GTCs, in stations where there are no access gates to the platforms, ITALO staff equipped with dedicated mobile equipment can assign, under request, a seat to Passengers who do not have a Ticket up to three minutes before the scheduled departure of the chosen train (“Platform booking”), where seats are available.

Passengers with a Platform booking can board the departing train, but they shall regularize their position once onboard by purchasing the “Aboard” Ticket applicable to the transport service requested.

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<sup>4</sup> The “Aboard” Ticket can be bought for all the classes up to three minutes before the scheduled departure time of the chosen train. The “Aboard” Ticket is the only commercial offer that can be bought through ITALO Staff equipped with dedicated mobile equipment. The characteristics of this Ticket can be found on the Website.

## 5.6 Means of payment

Purchase of the Ticket and any accessory services is completed only with the successful full payment by the Passenger of the related costs.

The means of payment allowed and accepted by ITALO for each channel, which can also be consulted on the Website, are, by way of example, the following:

- a) credit and/or prepaid cards. The list of the cards accepted can be consulted on the Website;
- b) ATM;
- c) cash;
- d) Voucher compensation as set out in article 17 of the GTCs;
- e) Italo Borsellino as set out in article 18 of the GTCs;
- f) Italo Credito as set out in article 19 of the GTCs.

Not all the ITALO's sale channels allow the indistinct and/or simultaneous use of all the means of payment.

Credit and/or prepaid cards, in case of purchase of a Ticket or of an accessory service with simultaneous use of various methods of payment, must be used following the other chosen payment method and, therefore, to cover the residual amount to be settled.

At travel agencies the means of payment will be those allowed by each agency.

## 5.7 Issue and transmission of Tickets

ITALO Tickets are issued on completion of the purchase transaction.

In case of facilitations, promotions or promotional vouchers, the Passenger must ensure, before proceeding with the purchase of the Ticket, that the reduction has been correctly applied. The right to refund for any higher sum that may have been paid is excluded.

The Records are made available to the Passenger, in accordance with the means envisaged by the ITALO sale channel used for the purchase.

## 5.8 Contents of Tickets

The Ticket includes the following indications needed to identify the contents of the Contract of Carriage:

- a) the Ticket Code;
- b) the name and surname of the Passenger;
- c) the scheduled departure and arrival time;
- d) the departure and arrival station;
- e) the number of the train, the journey class, the carriage and the seat assigned;
- f) any accessory services purchased;
- g) the amount paid with the related indication of the components;

- h) date of purchase of the Ticket, the related means of payment and the purchase channel;
- i) the acronym “CIV” bearing witness that the transport is subject to the “Regulation” on the rights and obligations of passengers in rail transport;
- j) the means through which the Passenger can consult the Contract of Carriage.

#### 5.9 Conditions of use of Tickets

Tickets:

- a) are valid from the purchase date to the time of the train’s arrival at the chosen destination, as shown on the Ticket, and in any case for a period of time no longer than 180 days from the aforementioned purchase date (“Validity Period”), by which any right to a change or to a refund must be exercised, as set out in articles 9 and 10 below;
- b) without prejudice to the provisions of article 9 below, the Tickets are valid and usable only for the transport service indicated therein.

#### 5.10 Non-usability of Tickets

The Ticket is not usable and the Passenger has no right to be transported and cannot claim to continue to use the service during a journey, should:

- a) the Ticket have been illegitimately assigned, counterfeited or sold outside of the sale channels authorized by ITALO;
- b) the price of the transport has not been paid (in whole or in part) or the payment has otherwise been disputed, including subsequently;
- c) the Passenger does not have a valid identity document that can bear witness to the correspondence between them and the Name indicated on the Ticket.

#### 5.11 Invoice request

Should the Ticket or the accessory service be purchased through the Website, ItaloTreno APP, Pronto Italo or travel agencies, the Passenger who is an Italian citizen shall request the issue of the invoice at the same time as the purchase of the Ticket, providing the necessary data or, at a later time, by filling out the Invoice Request Form by 11.59 p.m., on the day of purchase, in the 'Change Reservation' section using the 'Request Invoice' function or by contacting Italo Assistance (892020 premium rate number) by 11.00 p.m. on the day of purchase.

Should the Ticket or the accessory service be purchased through a SSTM or ITALO staff equipped with dedicated mobile equipment, the issue of the invoice shall be requested by the Passenger, who is Italian citizen, by 11.00 p.m. of the day of the purchase, by contacting Italo Assistance (892020 premium rate number) or by filling out the Invoice Request Form by 11:59 p.m. on the day of purchase, in the 'Change Reservation' section using the 'Request Invoice' function.

For the Passengers who are Italian citizens the invoice in digital form will be made available in their “tax box” pursuant to Leg. Decree no. 127 of 5 August 2015.

Should the Passenger purchase a travel in connection with other transport operators, the Passenger shall request the issue of ITALO invoice as indicated in the paragraph above and the invoice will be issued upon request only for the amount relating to the routes managed by ITALO. The Passenger

may request the invoice of the other transport operators in accordance with the policies established by the relevant transport operators.

The Passengers, who are foreign citizens, may request the invoice by 11.00 p.m. on the day of purchase by contacting Italo Assistance (892020 premium rate number) from an Italian mobile phone or at +39 0689371892 (standard rate number from a foreign mobile phone).

For the Passengers who are foreign citizens the invoice in PDF format will be sent to the email contact entered during the purchase process.

#### 5.12 Invoice request – Split payment

For the application of the mechanism referred to in Article 17-ter of the Presidential Decree of October 26, 1972, No. 633 ('Split payment'), the Passenger can alternatively:

- Should the Passenger purchase the Ticket and the accessory service via the Internet Site, travel agencies or ItaloTreno APP, the Passenger who is Italian citizen, shall request the issue of the invoice at the same time as purchasing the Ticket, by providing the necessary data or, subsequently, by filling in the Form for requesting the invoice by 11.59 p.m. on the day of purchase in the “Change Booking” section via the “Request Invoice” function or by contacting Italo Assistance (892020 premium rate number) by 11.00 pm on the day of purchase.
- Should the Passenger purchase the Ticket and the accessory service through Pronto Italo, the Passenger who is Italian citizen shall expressly request the application of the Split payment and the issue of the relevant invoice during the purchase process by filling out the Form for the request of the invoice or by 11.59 p.m. on the day of purchase in the “Change Booking” section via the “Request Invoice” function.
- Should the Passenger purchase the Ticket and the accessory service through SSTM and ITALO Personnel assigned to the train, the Passenger who is Italian citizen may request the invoice, by 11.00 p.m. on the day of purchase, by contacting Italo Assistance (892020 premium rate number) or by filling out the Form for the request of the invoice by 11.59 p.m. on the day of purchase in the “Change Booking” section via the “Request Invoice” function.

Should the travel with ITALO be in connection with other transport operators, the Passenger shall request the issue of ITALO invoice by contacting Pronto Italo and the invoice will be issued upon request only for the amount relating to the routes managed by ITALO. The Passenger may request the invoice of the other carriers according to the policies established by the relevant transport operators.

It is understood that the Passenger may always contact Italo Assistance (892020 premium rate number) for support in completing the aforementioned Form.

In all the cases indicated above, the Passenger will be charged the amount including VAT; the reimbursement of the same VAT may be requested by the Passenger either on the Form for requesting the invoice, or through Pronto Italo or through Italo Assistance (892020 premium rate number).

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## 6) Train access

Access to the train is allowed up to two minutes before departure. It is the sole responsibility of the Passenger to arrive on the platform in good time before the end of such access. In stations where there are access gates to the platforms, the Passenger will also be required to show the Record to the station

staff responsible for such checks.

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## **7) Ticket regularization aboard**

### **7.1 Passengers without a valid Ticket**

Passengers without a valid Ticket pursuant to article 5.1 above for the transport service used (“Ticketless”) must regularize their position onboard the train by paying: i) the “Onboard” Ticket applicable in relation to the transport service provided; ii) the fine as set out in Annex I.

It is understood that ITALO does not offer metropolitan rail services and/or services in urban rail networks. Consequently, Ticketless Passengers will be required, in any case, to regularize their position by paying the “Onboard” Ticket applicable to the transport service from the departure station to the first stop outside the urban network, or, in the case of the train reaching its final destination, from the station prior to that where they boarded, as well as the fine indicated in Annex I.

Should the Ticketless Passenger be a child aged under 14, the regularization of the Ticket will take place by paying: i) the “Onboard” Ticket applicable in relation to the service provided; ii) the fine as set out in Annex I.

Anyone using a Ticket with a price reduction to which they are not entitled is also considered Ticketless.

Should there not be seats available on the train, the Ticketless Passengers, at the discretion of ITALO staff, regularize their position without an assigned seat and without the right to a refund.

### **7.2 Failure to pay amounts due onboard**

Ticketless Passengers must regularize their position as envisaged in paragraph 7.1 above.

Should the Ticketless Passengers not arrange to regularize their position onboard in compliance with the provisions in paragraph 7.1 above or refuse to provide their personal details in order to allow their identification (“Irregular Passenger”), ITALO will arrange to have them leave the train at the next stop and, where necessary, will request the intervention of the Railway Police.

In addition, in cases of failure to pay to regularize their position on the train, ITALO will issue a fine notice and the Irregular Passengers will be required to pay the full fine indicated in Annex I, excluding regulatory costs. The fine is reduced if paid within 30 days from its issue.

Irregular Passengers are required to pay the full or reduced fine also should there be no seats available on the train.

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## **8 Facilitations for voters**

ITALO can acknowledge specific facilitations in favour of Italian citizens who are going to their registered place of voting to exercise their voting right for national, regional, provincial, municipal elections, as well as for representatives to the European Parliament and for referenda as regulated by

Law no. 352 of 25 May 1970.

These facilitations, where they may be applicable pursuant to provisions in force, and the related conditions for their use will be available on the Website. In any case, Passengers who benefit from these facilitations will be required to show ITALO staff their duly printed voting card in order to show the completed exercise of their voting right.

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## **9) Changing Tickets**

### **9.1 General rules for changing a Ticket**

Up to three minutes before the scheduled departure time of the train, as shown on the Ticket, the Passenger can ask for modifications and/or changes (“Change”) under the conditions and within the limits of the commercial offer purchased, where allowed and available. ITALO can however envisage specific means for the Change which can be consulted on the Website.

ITALO accepts Change requests where there is availability and subject to payment by the Passenger of any price difference. Change requests will only be allowed in the Validity Period.

Change of the Name can envisage the payment of an extra amount. Should the Ticket include more than one route, the Change of the Name must be carried out up to three minutes before the scheduled departure time of the train on the first route indicated on the Ticket.

It is not possible in any way to make a Change in the type of commercial offer from a higher level to a lower one. Vice versa, the Change in the journey class from a higher level to a lower one is possible only through Italo Assistance or ITALO staff present in the station, without prejudice in any case to the availability of seats and payment of the additional amount if due. In no case will the Passenger have the right to a refund for the higher sum spent for the higher class originally purchased.

### **9.2 ITALO channels for changing a Ticket**

The various means of Change can be consulted on the Website. In particular, the Passenger can request the Change through:

- the Website;
- Italo Assistance;
- ITALO staff present in the station;
- an SSTM;
- ITALO staff equipped with dedicated mobile equipment and travel agencies.

### **9.3 How to request a change of Ticket**

For the Change it is necessary that the Ticket Code is provided as well as the Name of the Passenger on the Ticket.

Change requests are not allowed if made by email, certified email, fax, letter or registered letter. Travel agencies are not allowed to change the Ticket bought through other sale channels or other travel agencies. The Change of the Tickets purchased at travel agencies is allowed, therefore, only through the same travel agency or through the Website, Italo Assistance, ITALO staff present in the station, an SSTM and ITALO staff equipped with dedicated mobile equipment.

Notwithstanding the preceding paragraph, the change of the names of the passengers listed on the ticket code - including round trip travel under the same Ticket Code - will affect both travels as they are linked and cannot be separated.

Tickets which are purchased or modified on the day of travel at an SSTM can be modified, on the conditions and within the limits of the commercial offer purchased, solely through Italo Assistance and ITALO staff present in the station.

#### 9.4 How to request a change of a Collective Ticket

The Change is possible also with reference to a sole Passenger who is part of the Collective ticket as set out in paragraph 5.3 above. In this case, the Passenger must contact Italo Assistance or ITALO staff present in the station and provide the Ticket Code relating to the Collective ticket and the Name of the Contact Person for the Passengers on the Collective ticket. For the Passenger who requested the Change, ITALO will therefore arrange to issue a new Ticket ("Ticket Separation").

#### 9.5 Further conditions for changing a Ticket

In case of Change, ITALO does not guarantee the supply of any accessory services which have already been purchased. The Passenger is, therefore, required to check the supply of the aforementioned accessory services before requesting the Change, without prejudice to the fact that, should these services not be provided since they are not envisaged or not available on the different transport service requested, ITALO will arrange to refund the cost of the unused accessory service at the applicable conditions.

The Change of a Ticket, which has been purchased with a facilitation, a promotion or promotional voucher, outside of its Validity Period relating both to the moment of purchase and to that of the journey, entails an additional amount equal to the reduction that was received, as well the further additions envisaged for the type of commercial offer purchased.

#### 9.6 Leave Now

On the travel date, ITALO can offer the Passenger the "Leave Now" option, which lets them, subject to payment, bring forward their journey on one of the trains available for the same route within the one hundred and twenty minutes prior to the scheduled departure indicated in the Ticket. In addition, the "Leave Now" option is tied to the condition of the simultaneous availability of at least two trains prior to the train originally chosen.

The price of the "Leave Now" option can be consulted on the Website. The "Leave Now" option is not applicable to all ITALO Tickets; by way of example, are excluded Tickets which are purchased through loyalty programs and Tickets issued for free.

The "Leave Now" option can be exercised solely through the Website, ITALO staff present in the departure station and Italo Assistance.

Once the "Leave Now" option has been exercised, the Ticket, regardless of the commercial offer

originally purchased, will become non-refundable and non-modifiable.

The price of the “Leave Now” option will not be added to the compensation in case of delayed arrival of over 60 minutes as set out in paragraph 16.6 below.

#### **9.7 Seat Selection**

ITALO can offer the Passenger the 'Seat Selection' option, which allows them, upon payment, to choose its seat on the same train.

Seat selection can be done during or after the Ticket purchased and, in any case, up to 3 minutes before the train's departure.

The conditions of the 'Seat Selection' option are foreseen on the Website.

It is understood that the 'Seat Selection' option does not apply to all ITALO's Tickets; by way of example (but not limited to) tickets purchased through SSTM are excluded.

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### **10) Ticket refund**

#### **10.1 Refund of services not provided by ITALO**

Without prejudice to the provisions of paragraph 10.2 below, the refund will be equal to the full price paid for the transport and/or for the accessory service, if the transport and/or the accessory service have not been provided by ITALO, not even in part, due to its own negligence.

#### **10.2 Refund following cancellation by Passenger and related withholdings**

Should the Passenger waives the transport service and/or the accessory service for their own needs, if the fare resulting from the Ticket allows for this possibility, they can request a refund up to three minutes before the scheduled departure time of the train. In this case the Passenger will be entitled to receive the refund of the price paid for the unused transport service and/or for the accessory service, on the conditions of the commercial offer purchased and with the related withholdings envisaged therein. In case of a Global Ticket, the refund can be requested solely for the entire Ticket and up to three minutes before the scheduled departure time of the train of the first route indicated on the same Ticket. The refund will be made on the conditions envisaged by the commercial offer purchased.

#### **10.3 Entitlement to refund**

To request the refund it is necessary to provide the Ticket Code and the Name of the Passenger indicated in the Ticket or, in the case of a Collective ticket, the Name of the Contact Person on the Ticket, as well as the Ticket Code.

Should at the time of the request the Ticket Code and the Name of the Passenger from the Ticket not be communicated, ITALO cannot proceed with the refund.

In case of a Collective ticket, in order to proceed to the refund in favour of just a single Passenger for the amount due to them, it is mandatory to proceed first with the Ticket Separation as set out in paragraph 9.5 above. The Passenger will be required to contact Italo Assistance or ITALO staff present in the station.

In case of a Collective ticket, the refund of the full price (with any withholdings deducted as set out

in paragraph 10.2 above), made in favour of the Contact Person, for ITALO will represent full discharge of its liabilities also toward the other Passengers of the same Collective ticket, without prejudice to the case of prior Ticket Separation.

It is understood that, in any case, the refund made by ITALO in good faith in favour of the person who is the holder and/or purchaser of the Ticket will represent full discharge of its liabilities for ITALO.

In the case of fraud, ITALO reserves the right to cancel the Ticket and/or the accessory services purchased, with a full refund on the payment instrument used and sending a specific communication to the contact email provided during the purchase stage.

#### 10.4 How to request a refund and means of payment

The refund request conditions can be consulted on the Website. In particular, the refund can be requested through:

- Website;
- Italo Assistance;
- ITALO staff present in the station;
- travel agencies.

The refund cannot be requested through a SSTM and ITALO staff equipped with dedicated mobile equipment. In any case, refund requests cannot be sent by email, certified email, fax, letter or registered letter.

#### 10.5 Means of refund

ITALO will arrange the refund, having deducted the withholdings as set out in paragraph 10.2 above, with different means depending on the payment method and the channel used to purchase the Ticket.

Specifically:

- a) in case of purchase by the Passenger with credit and/or prepaid cards through the Website or Pronto Italo, ITALO will arrange the refund through its charge back, within 30 days of the request, on the card used to purchase the transport service and/or the accessory service;
- b) in case of purchase by the Passenger with credit and/or prepaid cards through ITALO staff present in the station, a SSTM or ITALO staff equipped with dedicated mobile equipment, ITALO will arrange the refund through Italo Credito or Italo Borsellino;
- c) in case of purchase by the Passenger with Italo Credito or Italo Borsellino, ITALO will arrange the refund through Italo Credito or Italo Borsellino;
- d) in case of purchase by the Passenger with cash or ATM through ITALO staff present in the station, a SSTM or ITALO staff equipped with dedicated mobile equipment, ITALO will arrange the refund through Italo Credito or Italo Borsellino;
- e) in case of purchase at a travel agency:
  - at the same travel agency, where the Ticket was purchased, in accordance with the means of refund made available by the travel agency itself, or
  - through the Website, Italo Assistance or the other channels allowed by ITALO to use the

charge back, within 30 days of the request, on the Passenger's credit card, if used to make the purchase, or

- should the purchase have been made using the travel agency's credit card, the Passenger can request the refund on the same credit card or through Italo Credito or Italo Borsellino.

In any case ITALO will not arrange refunds in cash.

The Passenger can request to monetize Italo Borsellino and Italo Credito in accordance with the means described respectively by articles 18 and 19 of the GTCs.

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## **11) Passengers aged under 14 and Infant**

11.1 Any Passenger aged under 14 ("Minor") must be accompanied by an adult Passenger, who is responsible for their supervision.

11.2 For the above purposes, account will be taken of the age of the Minor at the time of the transport. Should the Minor not be accompanied and/or not be identified, ITALO staff will arrange to inform the Railway Police.

11.3 For the purposes of this paragraph, Passengers under the age of 3 are defined as "Infants". Infants travel for free provided that they do not occupy a seat (therefore travelling on the lap of the accompanying adult Passenger). Should the adult travel with more than one Infant, free transport is allowed for only one of these, while for the others a seat assignment is obligatory with payment of the related cost.

In case of a Collective ticket, free transport of an Infant is allowed for each of the adults on the Ticket, again provided that the Infant does not occupy a seat.

In any case, for security reasons and for their own safety, Infants must travel seated for the whole duration of the journey and must be constantly supervised by the accompanying adult Passenger.

11.3 ITALO staff can ask to see a valid identity document for the Minor or Infant.

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## **12) Animals**

12.1 Passengers can bring with them on the train alive domestic animals which are not dangerous (such as dogs, cats and other pets):

- a) Free of charge if the animal weighs no more than 5 kg and is transported in a suitable animal carriers, except for guide dogs for blind or visually impaired Passengers;
- b) For a fee - selecting the "Dog" option during the booking process - if the animal is medium or large-sized or is not transported in the appropriate animal carrier.

12.2 With reference to art. 12.1 lett. a) of these General Terms and Conditions, one animal carrier is allowed for each Passenger, with only one animal inside; while, regarding art. 12.1 lett b), the animal must be kept on a leash and equipped with a muzzle.

12.3 The animal carriers shall be of appropriate features to rule out harm to people and damage to

objects (including train carriages). The animal carriers must be positioned in the luggage racks in the vestibules or, if there is no space, shall be placed next to the seat occupied by the Passenger, provided that they do not hinder service operations and regular circulation on the train, or shall be held on the Passenger's knees. The animal must be kept inside the animal carriers for the whole duration of the transport. Carriers must have a clear and readable indication of the Name and address of the Passenger.

12.4 For the transport of dogs as set out in paragraph 12.1 of the GTCs, the Passenger must be in possession of the certificate of registration in the dog birth register. In case of abroad Passengers, the animals must be fitted with identification systems and the passport as set out in Regulation (EC) no. 998/2003, should it be applicable. At the request of ITALO staff, the Passenger is obliged to exhibit the certificate of registration in the dog birth register or the passport as set out in Regulation (EC) no. 998/2003.

12.5 The Passenger is responsible for supervising the animals they take with them for the whole duration of the transport. The Passenger is responsible for any damage (to people and/or objects and/or animals) caused by their animal, also should it be lost or escape. In no case can the animals admitted occupy seats destined for Passengers or be placed on the tables; in addition, should they disturb the other Passengers, the person accompanying the animal, at the indication of ITALO staff, is required to occupy another seat which may be available or to leave the train.

12.6 Dangerous domestic animals or which are affected by diseases that can be transmitted to people cannot be transported.

12.7 Should, in the cases referred to in art. 12.1 letter a), the Passenger does not use the appropriate animal carriers for the entire duration of the journey, he/she will be required to pay the amount foreseen in Annex I or should the Passenger fail or refuse to pay such amount, he/she will be required to pay the full fine foreseen in Annex I, excluding regulatory costs. The fine is reduced, if paid within 30 days of its issue. These provisions will apply also should the Passenger be carrying more than one carrier and should the Passenger, prior to the transport service, not have paid the amount due for the paid commercial services for the transport of pets. It is understood that in the case of any violation relating to the transport of animals, ITALO can apply the provisions of paragraph 15.2 below.

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### **13) Luggage**

13.1 The Passenger can transport with them on the train as luggage their own personal belongings and objects which can be easily transported provided that they are placed by the Passenger themselves in the spaces available on the train (luggage racks in the vestibules and in the compartment, overhead storage space in the compartments). Luggage must not exceed 75x53x30 cm in the Smart class. For the purposes of this paragraph, prams, pushchairs and folding bicycles are understood as luggage and must be placed with the frame duly closed in the aforementioned spaces; as for scooters (both electric and non-electric), they can only be stored – also with a properly closed frame – in the luggage compartments in the vestibules of the carriages. In any case the transport of particularly voluminous luggage and/or bulky objects and/or traditional bicycles is not allowed.

13.2 Luggage must include a clear and legible indication of the Name and address of the Passenger.

13.3 The Passenger must ensure that their luggage is adequately stored so as not to cause danger and/or damage to objects, people and animals, paying particular attention to the handling of the

luggage itself. In any case the luggage must not hinder getting on and off the train or circulation inside the carriage and service operations on the train and must not be placed during the journey near the train access doors or near the seats available for Disabled Passengers or with reduced mobility with an accompanying wheelchair.

13.4 The Passenger is forbidden from taking with them things (also should they be contained in their luggage) which due to the smell or other reasons may cause, damage, disturbance or bother for other Passengers, as well as dangerous or harmful substances or objects pursuant to the applicable law on the international rail transport of dangerous goods (RID), explosive, inflammable or toxic substances or objects.

The Passenger can transport substances or objects destined for their own personal use, personal hygiene or for medical or treatment needs. The Passenger is, however, obliged to adopt all the necessary measures to prevent the spillage of liquids contained in the objects transported as well as disturbance or bother to other Passengers.

13.5 Passengers are banned from bringing with them arms and munitions, except for the forces of law and order and others equivalent to them in service on the train on behalf of ITALO.

13.6 The Passenger is responsible for the custody of their own luggage and the objects they bring with them.

13.7 The Passenger is required to allow ITALO staff to carry out the necessary checks to confirm that the transport of the luggage complies with this Contract of Carriage. The checks will be carried out by ITALO staff in the Passenger's presence or, if they are absent, in the presence of two witnesses who are not part of ITALO staff.

13.8 Should the luggage or the bicycle not conform to this Contract of Carriage, the Passenger must arrange by themselves to take off these objects at the first stop. In these cases of non-compliance, the Passenger will also be required to pay the fine onboard in the measure indicated in Annex I. In case of failure to pay this fine onboard, ITALO will fill in a fine notice form and the Passenger will be required to pay the full fine indicated in Annex I, excluding regulatory charges. The fine is reduced, if paid within 30 days of its issue.

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## **14) Disabled Passengers and Passengers with reduced mobility**

### **14.1 Right to transport**

ITALO undertakes to guarantee non-discriminatory transport of disabled people and those with reduced mobility, in compliance with the provisions of the "Regulation". Disabled people or people with reduced mobility means:

- people who use a wheelchair due to illness or disability;
- people with limb impairment or walking difficulties;
- blind people or people with impaired sight;
- deaf people or people with impaired hearing;
- people with a mental handicap.

Should the Passenger not be self-sufficient, it is requested that they be accompanied by another adult

Passenger, so that they can have the necessary assistance.

#### 14.2 Reserved seats

In compliance with the applicable law in force, on all train seats are available for Disabled Passengers and for Passengers with reduced mobility.

For Disabled Passengers or those with reduced mobility with an accompanying wheelchair, two dedicated seats are envisaged for each ITALO train.

Tickets relating to the reserved seats for Passengers with a wheelchair can be purchased solely through Pronto Italo.

In compliance with the applicable law in force, the wheelchair must be of the following size: width 700 mm, depth 1200 mm, height 1090 mm.

The fully loaded weight must not exceed 300 kg.

#### 14.3 Information for Disabled Passengers and Passengers with reduced mobility

On request, ITALO provides Disabled Passengers and Passengers with reduced mobility with information on the accessibility to the transport service provided by ITALO itself, on the conditions to access the train and on the assistance services on the train.

The information can be requested directly from ITALO staff present in the stations and on the train or by consulting the Website or calling Pronto Italo.

#### 14.4 Assistance

In compliance with the provisions of the “Regulation” and other relevant regulations, Operators of stations will provide, in accordance with specific procedures and means, the assistance necessary for Disabled Passengers and Passengers with reduced mobility to get on the train on departure or to get off the train on arrival, also guaranteeing the accessibility of the stations, the platforms and the other services.

ITALO will make every reasonable effort to assist Disabled Passengers and Passengers with reduced mobility, in order to enable them to use the transport and services offered on the train.

To access the assistance, ITALO makes available to Disabled Passengers and Passengers with reduced mobility a booking service through Pronto Italo, also if the purchase of the Ticket was made on another sale channel.

Disabled Passengers and Passengers with reduced mobility can book the assistance services as set out in this paragraph in the established time periods and in accordance with the necessary notice period established by Operators of stations, compared to the scheduled departure time of the chosen train.

Passengers with a confirmed assistance service must go to the *Sala Blu* of Rete Ferroviaria Italiana S.p.A. or other point indicated in the departure station, at least 30 minutes before the scheduled departure time on the Ticket, and comply with the indications provided.

#### 14.5 Phone assistance

Disabled Passengers and Passengers with reduced mobility for each purchase (without any additional cost), change or refund operation on a Ticket can contact Pronto Italo.

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### **15) The Passenger's obligations and responsibilities**

15.1 Without prejudice to the further obligations of Passengers envisaged in this Contract of Carriage and the obligations as set out in articles 17 et seq. of Presidential Decree no. 753/1980, the Passenger is also obliged to:

- a) behave in a way which follows the rules of good conduct;
- b) not behave in a way which may be or represent a danger for the security and good function of the rail service or for the safety of the other Passengers;
- c) not disturb the other Passengers;
- d) not sit in a place other than the one assigned and foresee on the travel Ticket, unless expressly authorized by ITALO;
- e) carry out their duties of cooperation in regard to ITALO in order to guarantee their safety;
- f) conform to the obligations envisaged by customs and by administrative authorities, as well as to healthcare regulations, railway provisions and the instructions of ITALO;
- g) not carry out on the train, without prior authorisation from ITALO, sales or the distribution of advertising material;
- h) not carry out on the train, without prior authorization from ITALO, interviews or surveys;
- i) not beg on the train;
- j) not cause harm and/or prejudice to the other Passengers and to their goods or behave in such a way as to cause offence to their person and dignity (including their political and religious beliefs) or create disturbance by acting in a way that is not moderate and quiet, and use civil language and tone in regard to the other Passengers;
- l) not consume alcohol in such quantities as to alter, also temporarily, their cognitive, motor or perceptive abilities;
- m) not take drugs;
- n) not damage and not use improperly the instruments, systems, equipment and furnishings of the train;
- o) scrupulously comply with the rules of conduct envisaged in the various classes of the train;
- p) not smoke (including electronic cigarettes);
- q) not undertake or try to undertake transport with a named Ticket or with a discount document sold by third parties or with a counterfeit, altered or reused Ticket;
- r) not use artifice or deception to avoid or try to avoid paying the price of the transport service or of the accessory services;
- s) not transport luggage containing dangerous objects or an animal larger than the size allowed by ITALO, affected by diseases that can be transmitted to people or which is dangerous or a dog without the prescribed registration in the dog birth register or the passport as set out in

Regulation (EC) no. 998/2003;

- t) not use the transport service should their health conditions not allow it or may expose other Passengers to infection or transmission of diseases or cause prejudice or harm to Passengers.

15.2 In the case of violation by the Passenger of the obligations and restrictions placed on them by this Contract of Carriage as well as by articles 17 et seq. of section II of Presidential Decree no. 753/1980, ITALO can refuse to provide the transport service or suspend it without any right of the Passenger to refund of what they paid for the transport service. The Passenger will be held responsible for any and all damage suffered by ITALO and/or by third parties owing to the aforementioned violations.

15.3 It is the Passenger's responsibility to:

- a) plan their transport in such a way as to have a suitable period of time to carry out their obligations;
- b) check on the arrival and departure boards in the station the actual departure or arrival time in good time ahead of the scheduled time of the train on the Ticket;
- c) pay particular attention in boarding the train, in taking their seat and in alighting the carriage, reporting in advance the presence of any problems and/or dangers to ITALO staff;
- d) carefully conserve the Ticket in order to avoid its loss, destruction and theft;
- e) show the Record to station staff responsible for checks at the stations where there are access gates;
- f) go to the departure platform of the chosen train in good time compared to the train access deadline as set out in article 6 of the GTCs.

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## **16) ITALO's responsibilities**

### **16.1 Responsibility in case of death or harm to Passengers**

ITALO is responsible for the death, injury or any other harm to the physical or mental integrity suffered by the Passenger following an accident which (i) is related to the ITALO transport service and (ii) occurs while the Passenger is on the train or at the moment they get on or off.

ITALO is not responsible for death, injury or any other harm to the physical or mental integrity of the Passenger:

- should the accident have been caused by circumstances outside of the transport service which ITALO was unable to avoid and the consequences of which it could not avoid despite the diligence required by the particular nature of the case;
- if the accident is due to the misconduct or negligence of the Passenger;
- if the accident is due to the conduct of a third party which ITALO was unable to avoid and the consequences of which it could not avoid despite the diligence required by the particular nature of the case.

In case of death or injury of a Passenger, ITALO undertakes to make, within no more than 15 days

from identification of person who is entitled to it, an advance payment in proportion to the damage suffered and to meet the immediate economic needs. In case of death, this advance payment will not be less than Euro 21,000 per Passenger.

In any case, the advance payments are not acknowledgement of any liability on the part of ITALO and they will be subtracted from any further amount which might be due. Every advance payment must be returned to ITALO should the damage not be due to ITALO or if the beneficiary of the advance payment is not the person who is entitled to the compensation.

It is understood that - in the event of a strike - a service qualified by ITALO on its website or through another means of communication as 'not guaranteed' cannot be considered as 'cancelled' and, therefore, in this case, the guarantees provided in case of cancellation do not apply.

#### 16.2 Responsibility for damage to objects

In compliance with the provisions of the "Regulation", in the case of death or injury of the Passenger due to ITALO, the latter is responsible for the total or partial loss or for the damage to the objects and/or the luggage which the Passenger brought with them, up to the amount of Euro 1,073.00 for each Passenger.

In any case, this limit does not apply in the case of total or partial loss or damage due to ITALO of the support equipment of Passengers with reduced mobility or disability.

#### 16.3 Responsibility for delays and cancellations

ITALO is responsible to the Passenger if, owing to the cancellation or delay of the ITALO train, the transport cannot continue on the same day or in any case its continuation is not reasonably achievable on the same day.

Without prejudice to the provisions of paragraph 16.6 of the GTCs, ITALO will not be responsible, should the cancellation of an ITALO train, the delay of an ITALO train or the failure to meet a connecting train on a Global Ticket, be due to one of the following causes:

- 1) circumstances outside the rail service and which ITALO, despite the diligence required by the particular nature of the specific case, could not avoid or the consequences of which it could not avoid;
- 2) misconduct or negligence of the Passenger;
- 3) conduct by third parties (other than other rail companies which use the same infrastructure) which ITALO, despite adopting the diligence required by the particular nature of the specific case, could not avoid or the consequences of which it could not avoid.

#### 16.4 Refund and alternative itineraries

Should it be reasonably foreseeable that the arrival at the final destination on the Ticket will experience a delay of over 60 minutes, the Passenger may immediately choose, through ITALO staff at the departure station or Pronto Italo, between:

- a) cancelling their journey and obtaining the full refund of the Ticket, on the conditions at which it was purchased, for the part or parts of the transport that were not completed and for the part or parts which were already completed, should the transport no longer be useful for the

purposes of the Passenger's original journey plan. In addition, the Passenger can have the possibility of returning to their point of departure, as soon as possible, with other ITALO transport; or

- b) continue their journey in similar transport conditions, also on an alternative itinerary, and/or with substitute self-transport means, to reach the final destination as soon as possible; or
- c) continue the journey in similar transport conditions, also on an alternative itinerary, and/or with substitute self-transport means, to reach the final destination on a subsequent date chosen at the discretion of the Passenger.

The refund as set out in lett. a) above will be paid through Italo Borsellino or Italo Credito as described respectively by articles 18 and 19 below of the GTCs.

#### 16.5 Assistance

In the case of cancellations or delays for the arrival or departure, Passengers will be informed of the situation and the departure or arrival time envisaged as soon as this information is available.

Should it be reasonably foreseeable that the arrival at the final destination on the Ticket will experience a delay of over 60 minutes, Passengers will receive for free:

- a) meals and drinks in a reasonable quantity on the basis of the wait times, if they are available on the train or in the station or can be reasonably provided;
- b) hotel or other accommodation as well as transport between the railway station and the accommodation, should the journey not be possible to continue on the same day and a stay of one or more extra nights is necessary, where and when this is physically possible;
- c) if the train is stuck on the tracks, the transport between the train and the railway station, to an alternative departure point or to the final destination of the service, where and when it is physically possible.

If the rail transport can no longer be continued, ITALO will organize, where possible, alternative self-transport services for Passengers.

#### 16.6 Compensation for delay on arrival

In all cases of late arrival of the train at the final destination station as on Ticket and should the Passenger not have requested the refund as set out in paragraph 16.4, lett. a) above to cancel the journey, they will be recognized by ITALO the payment of compensation of:

- a) 25% of the price of the Ticket in the case of delay between 60 and 119 minutes;
- b) 50% of the price of the Ticket in the case of delay of or above 120 minutes.

The compensation is calculated in relation to the price paid by the Passenger for the transport service which is late on arrival, net of what has been paid for accessory services and for any additional amounts and fines.

The Passenger is not entitled to compensation should they have been informed of the delay before the purchase of the Ticket through publication on the arrival and departure boards present in the station or on the Website or through Pronto Italo or, if they have already bought the Ticket, should the delay on the arrival time envisaged by continuing the journey on a different service or on the basis

of an alternative itinerary remain below 60 minutes.

#### **16.7 Means of recognizing compensation for delay on arrival**

The compensation in the measure indicated in paragraph 16.6 above of the GTCs will be recognised:

- to Passengers who do not adhere to Italo Borsellino through Voucher compensation (the terms and conditions of which are regulated by article 17 of the GTCs);
- to Passengers who adhere to Italo Borsellino through Italo Borsellino (the terms and conditions of which are regulated by article 18 of the GTCs).

In any case, for the purposes as set out in this article, the recognition of the compensation through Voucher compensation or Italo Borsellino will take place within 30 days from presentation of the request by the Passenger.

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#### **17) Voucher compensation**

Voucher compensation is an electronic credit that can be used to purchase ITALO Tickets and/or accessory services or can be monetized.

Voucher compensation is generated by:

- compensation for delay on arrival.

Voucher compensation can be verified through the Website and Italo Assistance and can be used for the purchase:

- of Tickets and/or accessory services also at a higher price than the value of the Voucher compensation with the simultaneous payment to ITALO of the consequent price difference;
- of Tickets and/or accessory services also at a lower price than the value of the Voucher compensation, with the possibility to use or monetize the residual amount, as indicated hereafter.

Voucher compensation cannot be accumulated with similar vouchers or with other types of voucher.

The use of the Voucher compensation by the person who is the holder of it will represent full discharge of its liabilities for ITALO.

Voucher compensation expires 365 days after the arrival date of the delayed transport service.

The Passenger can request through the Website and Italo Assistance to monetize the Voucher compensation, for which they will have to provide the voucher code and the Name associated with this code.

ITALO, having verified the legitimacy of the request, will arrange its monetization, which will take place through a bank transfer to the banking coordinates communicated in writing by the Passenger. The monetization will take place in euro and within 30 days of the request. ITALO will meet solely the costs relating to the bank transfer which can be known at the moment of making the transfer. Monetization of the Voucher compensation cannot be requested should the related amount be equal to or below Euro 4.00.

The monetization which is done by ITALO in good faith in favor of the holder of the Voucher compensation, will represent full discharge of its liabilities for ITALO.

### **18) Italo Borsellino**

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18.1 Italo Borsellino is a nominative electronic credit generated solely in favor of the Passenger on ITALO loyalty programs and can be used by the Passenger to purchase ITALO Tickets and/or accessory services or can be monetized.

18.2 Italo Borsellino is generated by:

- Ticket refund, should it be envisaged;
- refund of the accessory services linked to the Ticket, should it be envisaged;
- compensation for delay on arrival;
- any other compensation.

18.3 Adherence to ITALO loyalty programs can take place through the Website and through Italo Assistance.

18.4 Italo Borsellino can be verified through the Website and Italo Assistance.

18.5 Italo Borsellino can be used for the total payment of the price of the Ticket or only for part of it, without prejudice to the fact that, in the latter case, the residual amount due must be paid at the same time by the Passenger with another form of payment from among those envisaged in the GTCs. On each transaction, Italo Borsellino will see the deduction of the amount equal to that used for the purchase of the Ticket. The residual credit can be subsequently used for the purchase of another Ticket or further increased in the case of refunds or compensation.

18.6 To use Italo Borsellino through the Website and the SSTM Service, the Passenger must provide a username and password, while through Pronto Italo they must provide the client code and the information needed to identify themselves. To use Italo Borsellino through ITALO staff equipped with dedicated mobile equipment, the Passenger must provide the client code and the information needed to identify themselves.

18.7 Use of Italo Borsellino by the holder of it will represent full discharge of its liabilities for ITALO.

18.8 Italo Borsellino follows the prescription period envisaged by the Civil Code.

18.9 The Passenger may request through the Website and Italo Assistance to monetize Italo Borsellino. To monetize Italo Borsellino, the Passenger must provide the client code and the information requested by the Website or by Italo Assistance for the purposes of their identification. ITALO, having verified the legitimacy of the request, will arrange the monetization of Italo Borsellino, which will take place through a bank transfer to the banking coordinates communicated in writing by the Passenger to ITALO. The monetization will take place in euro and within 30 days of the request. ITALO will meet solely the costs relating to the bank transfer which can be known at the moment of making the transfer. Monetization of Italo Borsellino cannot be requested should the related amount be equal to or below Euro 4.00.

18.10 The monetization which is done by ITALO in good faith in favor of the holder of Italo Borsellino will represent full discharge of its liabilities for ITALO.

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## **19) Italo Credito**

19.1 Italo Credito is an electronic credit associated with the Ticket Code, which is recognized to the holder of the Ticket Code and can be used to purchase ITALO Tickets and/or accessory services or can be monetized.

19.2 Italo Credito is generated by:

- Ticket refund, should it be envisaged;
- refund of the accessory services linked to the Ticket, should it be envisaged;
- compensation for delay on arrival;
- any other compensation.

19.3 Italo Credito can be verified through the Website and Italo Assistance and can be used for the total payment of the price of the Ticket or only for part of it.

19.4 In every transaction, Italo Credito will see the deduction of the amount equal to that used to purchase the Ticket. The residual credit can be subsequently used to purchase another Ticket.

19.5 To use Italo Credito, the Passenger must provide the Ticket Code and the Name associated with this Ticket Code.

19.6 The use of Italo Credito by the holder of it will represent full discharge of its liabilities for ITALO.

19.7 Italo Credito expires 365 days after the date of its creation.

19.8 The Passenger can request through the Website and Italo Assistance the monetization of Italo Credito. To monetize Italo Credito, the Passenger must provide the Ticket Code and the Name associated with this Ticket Code.

ITALO, having verified the legitimacy of the request, will arrange the monetization, which will take place through a bank transfer to the banking coordinates communicated in writing by the Passenger to ITALO. The monetization will take place in euro and within 30 days of the request. ITALO will meet solely the costs relating to the bank transfer which can be known at the moment of making the transfer. Monetization of Italo Credito cannot be requested should the related amount be equal to or below Euro 4.00.

19.9 The monetization which is done by ITALO in good faith in favor of the holder of Italo Credito will represent full discharge of its liabilities for ITALO.

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## **20) Complaints**

Complaints, other than refund requests for which reference should be made to article 10 above, must be made (in Italian or English) by filling out in the form present on the Website or to “ITALO – Nuovo Trasporto Viaggiatori S.p.A.” – Client Management – by registered post with

acknowledgement of receipt to Via Casilina 1 – 00182 Rome.

The right to make complaints against ITALO and/or to take action arising from this Contract of Carriage is due solely to Passengers who have a valid Ticket. Any action for compensation subsequent to the harmful event and taken by the Passenger, must be supported by a report made on the train to ITALO staff immediately after the event or, if impossible, by a report presented to the Railway Police command in the station where they leave the train.

ITALO may ask the Passenger to receive the documentation which is attached to the complaint in a copy which conforms to the original.

Within a month of receiving the complaint, ITALO will provide a motivated response or, if the delicate nature, complexity or peculiarity of the case require a longer period, it will communicate the date within which it will provide a motivated response which, in any case, will be sent to the Passenger within three months of the complaint.

According to Measure 6 of Resolution No. 28/2021 of the Transport Regulation Authority ("Measure 6"), the Passenger is entitled to receive automatic compensation for the delay in the response received. This compensation for the delay in the response is proportional to the price paid for the journey related to the complaint as follows:

- 10% if the response is provided between the ninety-first and the one hundred and twentieth day from the receipt of the complaint;
- 20% if the response is not provided within the one hundred and twentieth day from the receipt of the complaint

The compensation foreseen under Measure 6 is provided by ITALO through a monetizable credit pursuant to Article 19, except for the following cases:

- should the Ticket has been purchased by the Passenger with loyalty points (of ITALO PIÙ program), the compensation will be provided through the re-crediting of loyalty points in the percentage referred to in points a) or b) of the previous paragraph;
- should the Ticket has been purchased by the Passenger through the Carnet, the compensation will be calculated on the value of the single relevant coupon;
- Should a penalty has been issued by ITALO Personnel through the VESA module, the Passenger without a Ticket will not be entitled to compensation.

The compensation referred to in Measure 6 is not due if:

- the amount is less than €4.00;
- the complaint was not submitted by the Passenger with the indicated methods (online complaint form or Registered Mail);
- the complaint was not submitted with the Minimum Elements indicated above (name of the complaining Passenger, travel ticket, and description of the complaint);
- the Passenger has already received compensation for the delay in response to a complaint concerning the same journey.

After 30 days have passed from sending the complaint to ITALO, the Passenger can present a complaint (in Italian or English) to the Transport Regulatory Authority regarding alleged infractions of the "Regulation", relating to the rights and obligations of passengers on rail transport. This complaint can be sent by post to Via Nizza 230 – 10126 Turin or by certified email to [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it) or by filling out the form present on the website [www.autorita-](http://www.autorita-)

[trasporti.it/site/](https://trasporti.it/site/).

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## **21) Expiry in the case of death or injury to Passengers**

In the case of death or injury of the Passenger, the latter or their successor must inform ITALO of the incident within the deadline of 12 months from when the damage become know, or risk losing every right in regard to ITALO. Should the incident be reported verbally, ITALO will issue a notice of this report.

Expiry is prevented if:

- a) within twelve months from the damage becoming known, the Passenger or their successor have sent a complaint to ITALO or if ITALO has in any case become aware of the accident which happened to the Passenger;
- b) the accident has not been reported or has been reported late, owing to a reason not due to the Passenger or their successor;
- c) the Passenger or their successor proves that the accident is due to the negligence of ITALO.

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## **22) Prescription period**

The right to compensation for damages for death or injury of Passengers is prescribed:

- a) for the Passenger to three years starting from the day following that of the accident;
- b) for the other successors to three years from the day following that of the death of the Passenger provided that this deadline does not go beyond five years starting from the day following that of the accident.

The other rights deriving from the Contract of Carriage are prescribed to one year from the day of expiry of the validity of the Ticket.

The prescription period is two years if it is right to compensation for damage deriving from an act or omission of ITALO committed with the intent of provoking the damage or recklessly and in the knowledge that such damage could have been avoided.

## **23) Modification of the General Conditions of Transport**

ITALO may modify the General Conditions of Transport at any time. Any modification will be effective from the date of publication on the Website or from another date that ITALO may communicate. ITALO's Railway Transport Services are governed by the General Conditions of Transport in force at the time of their purchase, as accepted by the Passenger.

## **24) Applicable Law**

These General Conditions of Transport are governed and interpreted in accordance with Italian law.

## **ANNEX I**

**Regularization of the ticket as set out in paragraph 7.1 (Ticketless case)**

Situation	Type of the tickets		Penalties
Regularization on the train of the Ticketless Passenger	“Aboard” Ticket	+	20% of the “Aboard” Ticket

**Failure to regularize the ticket as set out in paragraph 7.2 (Irregular Passenger)**

Situation	Full fine		Reduced fine (payment within 30 days of the fine)
Failure to pay amounts due onboard with the obligation to leave the train at the first available stop	€ 200.00		€ 130.00

**Regularization for the violations as set out in paragraph 12.7 (Animals)**

Situation	Amount		
CASE 1: regularization aboard for lack of the container or lack of leash and muzzle as set out in article 12 of the GTCs	€ 90.00		
CASE 2: regularization aboard for failure to use the container or of leash as set out in article 12 of the GTCs			
CASE 3: regularization aboard for each single container above the one allowed			
CASE 4: regularization aboard for failure to pay the amount due for the paid commercial services envisaged for the transport of pets.			

**Fine for failure to pay aboard the amounts envisaged by way of regularization as set out in paragraph 12.7 (Animals)**

Situation	Full fine		Reduced fine (payment within 30 days of the fine)
CASE 1: fine for failure to regularize aboard for lack of the container of leash and muzzle as set out in article 12 of the GTCs	€ 150.00		€ 100.00
CASE 2: fine for failure to regularize aboard for non-use of the container or leash as set out in article 12 of the GTCs			
CASE 3: fine for failure to regularize aboard for each individual container above the one allowed			
CASE 4: fine for failure to regularize aboard for non-payment of the amount due for the paid commercial services envisaged for the transport of pets.			

**Fine as set out in article 13 (Luggage)**

Situation			Fine
CASE 1: fine on the train for non-conformity of luggage as set out in article 13 of the GTCs			€ 10.00
CASE 2: fine on the train for non-conformity of bicycles as set out in article 13 of the GTCs			

**Fine for non-payment of the fine as set out in article 13 (Luggage)**

Situation	Full fine		Reduced fine (payment within 30 days of the fine)
CASE 1: fine for non-payment of the fine for non-conformity of luggage as set out in article 13 of the GTCs	€ 200.00		50,00 €
CASE 2: fine for non-payment of the fine for non-conformity of bicycles as set out in article 13 of the GTCs			

Courtesy translation