



## **INTERMODAL Contract of Carriage**

**GENERAL INTERMODAL TRANSPORT  
CONDITIONS  
FOR RAIL SERVICES AND BUS SERVICES**

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## **1) Introduction and scope**

This intermodal contract of Carriage ("Intermodal Contract") governs the intermodal passenger transport service provided by ITALO – Nuovo Trasporto Viaggiatori S.p.A., with registered office in Rome, Via Casilina 1, VAT number 09247981005 ("ITALO") and composed of:

- rail transport of ITALO ("rail transport"); and
- bus transport ("bus transport") through vehicles in the possession of the subsidiary Itabus S.p.A. ("ITABUS").

The Intermodal Contract consists of these general conditions of intermodal transport ("CGT-i") and Annex I and can be consulted on the [website www.italotreno.it](http://www.italotreno.it) ("Website"), in the ITALO reception areas at the stations and at travel agencies authorised to sell ITALO intermodal transport tickets.

These GTC-i are presumed to be known and accepted, without restrictions or reservations, at the time of purchase of an intermodal transport service or in any case at the time of use of the same.

## **2) Applicable laws to the intermodal transport service**

The rail transport carried out by ITALO is also governed by the following regulatory sources:

- Regulation (EU) No. 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations ("Railway Regulation");
- the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 (as amended by Protocol of 3 June 1999) and its Appendices "A", on the International Carriage of Passengers (CIV), and "C" on the International Carriage of Dangerous Goods (RID);
- Presidential Decree no. 753 of 11 July 1980 and Law no. 911 of 4 April 1935, as reinstated by Law no. 9 of 18 February 2009 (as applicable to ITALO);
- the Civil Code on the subject of the transport contract (Book IV, Title III, Chapter VIII);
- Legislative Decree no. 206 of 6 September 2005 ("Consumer Code"), where applicable to passenger transport services.

The bus transport carried out through ITABUS is also governed by the following regulatory sources:

- Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 on the rights of passengers in bus and coach transport ("Bus Regulation");
- the Civil Code on the subject of the transport contract (Book IV, Title III, Chapter VIII);
- Legislative Decree no. 206 of 6 September 2005 ("Consumer Code"), where applicable to passenger transport services;
- Legislative Decree no. 285 of 30 April 1992 as amended ("Highway Code");
- Presidential Decree no. 753 of 11 July 1980 and Law no. 911 of 4 April 1935, as reinstated by Law no. 9 of 18 February 2009 - arts. 17 et seq. Title II (passenger obligations).

## **3) Intermodal Contract of Carriage**

3.1 With the Intermodal Contract, ITALO undertakes to transport any natural person with a valid Intermodal Ticket ("Intermodal Passenger") to the place of destination, subject to advance payment of the expected price.

Without prejudice to the application of the protections set out in Article 16 of this Intermodal Contract, the Passenger acknowledges and accepts that - as regards the rail transport service - following the measures ordered by Rete Ferroviaria Italiana S.p.A. in its capacity as Infrastructure Manager, the railway service purchased may be subject to changes and/or cancellations for reasons not attributable to ITALO.

The Intermodal Contract concluded pursuant to these GTC-i relates to the use by the Intermodal Passenger of the rail service together with the bus transport service and is represented by a single ticket that allowed the Intermodal Passenger to use it.

The Intermodal Ticket is marked by a single alphanumeric booking code associated with the Intermodal Contract and identified by a single "Ticket Code", it being understood that, in order to ensure the application of the rights and obligations of Intermodal Passengers provided for by current legislation, the following apply separately:

- EU Regulation no. 782/2021 for the rail transport; and
- EU Regulation no. 181/2011 for the bus transport.

3.2 Unless proved otherwise, the Intermodal Ticket is the proof of the conclusion and contents of the Intermodal Contract. However, the absence, irregularity or loss of the ticket does not exempt the Intermodal Passenger from full compliance with these GTC-i.

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#### **4) Travel Information**

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

- a) Intermodal Contract of Carriage;
- b) timetables and conditions for fastest intermodal transport;
- c) timetables and conditions for intermodal transport at the lowest price;
- d) interruption or delay of the intermodal transport service;
- e) on-board services for rail transport;
- f) procedures for submitting complaints relating to rail transport and/or bus transport.

For information on the accessibility conditions of Intermodal Passengers with disabilities or reduced mobility and the assistance services dedicated to them, ITALO makes available ITALO's contact center at number 060708 ("Pronto Italo")<sup>2</sup>, in addition to the channels already listed above.

During rail transport, ITALO will provide Intermodal Passengers with information relating to:

- a) on-board services for rail transport;
- b) next rail transport stops;
- c) delays in rail transport;
- d) in the field of rail transport, technical and intermodal passenger safety.

Intermodal Passengers will also receive information in relation to cancellations or delays to the

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<sup>1</sup> Italo Assistenza's specifications and costs are available on the Website

departure of the bus service, in accordance with paragraph 16.3.2 of these GTC-i below.

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## **5) Intermodal Ticket**

### **5.1 Introduction**

In order to be admitted to intermodal transport by ITALO, the Intermodal Passenger must hold an Intermodal Ticket ("Intermodal Ticket") with his/her name and surname ("Name") valid (i) for the route, date, time of departure and arrival and the travel environment with a seat assigned by ITALO for rail transport; and (ii) for the route, date and time of departure and arrival for bus transport.

Intermodal Tickets are divided into different commercial offers, which can be consulted on the Website.

The Intermodal Ticket consists of an alphanumeric code issued after electronic registration of data made available to the Intermodal Passenger in the form of legible and printable writing ("Record" of the Intermodal Ticket).

In stations, where there are access gates to platforms, the Intermodal Passenger will be required to show the Record to the station staff in charge of control.

Before accessing the buses, the Intermodal Passenger will be required to show the Record to ITABUS' staff in charge of control.

When purchasing and exchanging an Intermodal Ticket, the Intermodal Passenger is required to promptly verify the accuracy of the data contained therein, with particular reference to the Name indicated, the price paid, the number of people, the route, the travel environment, the date and time of departure and arrival of the train and bus, as well as any ancillary services purchased.

The Intermodal Passenger is prohibited from accessing the transport without a valid Intermodal Ticket.

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## **6) Non-assignment of the Intermodal Ticket**

The Intermodal Ticket is nominative and can only be assigned through the sales channels referred to in paragraph 5.4 of the CGT-i or other channels authorised by ITALO.

### **6.1 Intermodal collective transport ticket**

Up to a maximum of 29 passengers, a single Intermodal Ticket ("Intermodal Collective Ticket") may also be issued, and it must foresee the Name of at least one Intermodal Passenger as the contact person for the ticket ("Contact Person"). If the Contact Person decides to renounce the intermodal transport service, it will be necessary to change the Name by inserting a new Contact Person pursuant to Article 9 of these CGT-i below in order to legitimize the other Intermodal Passengers to request the aforementioned intermodal transport service.

At the Self-service Ticket machines located in the common areas of the railway stations ("SSTM"), the purchase of an Intermodal Collective Ticket is allowed up to a maximum of 9 passengers.

### **6.2 Intermodal Ticket Sales Channels**

Intermodal Passengers may purchase an Intermodal Ticket up to three minutes before the scheduled departure of the first intermodal transport carrier of their choice through the following sales channels:

- a) Internet site;
- b) Pronto Italo;
- c) Station ticket offices, where present;
- d) SSTM;
- e) ITALO's on-board staff, being understood that, in this case, only the purchase of the "Bordo" commercial offer is allowed<sup>allowed3</sup>;
- f) travel agencies.

### 6.3 Reservation at the platform

Without prejudice to the provisions of paragraph 3.1 of these CGT-i, in relation only to Intermodal Transport that provide the first part of the journey by train and only in stations where there are no access gates to the platforms, ITALO's Staff assigned to the train may reserve a seat for passengers without an Intermodal Ticket if requested up to three minutes before the scheduled departure of the train chosen ("Reservation at the Platform"), where there is availability of seats.

The Intermodal Passenger with a Reservation at the Platform must regularise his/her position on-board the train by paying the amount of the Intermodal Ticket provided for the "On-board" commercial offer<sup>2</sup> applicable in relation to the intermodal transport service requested.

### 6.4 Payment methods

The purchase of the Intermodal Ticket and any ancillary train on-board services is completed only with full payment by the Intermodal Passenger of the relevant fees.

The payment methods permitted and accepted by ITALO for each channel, which can also be consulted on the Website, are, by way of example but not limited to, the following:

- a) credit and/or prepaid cards. The list of accepted cards is available on the Website;
- b) ATMs;
- c) cash;
- d) Indemnity vouchers referred to in Article 17 of these CGT-i;
- e) Borsellino Italo referred to in Article 18 of these GTC-i;
- f) Credito Italo referred to in Article 19 of these CGT-i.

Not all ITALO sales channels allow the indistinct and/or contextual use of all payment methods.

At travel agencies, the payment methods will be those allowed by each agency.

### 6.5 Issuance and transmission of Intermodal Tickets

An Intermodal Ticket is issued upon successful completion of the purchase transaction.

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

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<sup>2</sup> The "Bordo" Ticket can be purchased for all rooms up to three minutes before the scheduled departure time of the chosen train. The "Bordo" Ticket is the only commercial offer that can be purchased through ITALO Staff on board the train. The characteristics of this Ticket can be consulted on the Website.



The Records are made available to the Intermodal Passenger, in accordance with the procedures provided by the ITALO sales channel used for the purchase.

#### 6.6 Content of Intermodal Tickets

The Intermodal Ticket contains all the information useful for identifying the content of the Intermodal Contract and in particular:

- a) the Ticket Code;
- b) the name and surname of the Intermodal Passenger or, in case of purchase through SSTM, at least the initials of the first and last name;
- c) the scheduled date and time of departure and arrival of the train and bus;
- d) the departure and arrival station of the train and bus;
- e) the train, the travel environment, the carriage and the assigned seat as well as the bus;
- f) any ancillary railway services purchased;
- g) the amount paid with the relative indication of the components;
- h) the date of purchase of the Intermodal Ticket, the relevant payment method and the issuer;
- i) the acronym "CIV" certifying that only rail transport is subject to the "Railway Regulations";
- j) the the means through which the Intermodal Passengers can consult the Intermodal Contract.

#### 6.7 Conditions of use of Intermodal Tickets

An Intermodal Ticket:

- a) is valid from the date of purchase until the time of arrival at the chosen destination, as shown on the Intermodal Ticket, and in any case for a period of time not exceeding 180 days from the aforementioned date of purchase ("Validity Period"), within which any right to change or to a refund must be exercised, as set out in Articles 9 and 10 of these GTC-i;
- b) except as provided for in Article 9 of these GTC-i, is valid and usable exclusively for the Intermodal Transport indicated therein.

#### 6.8 Non-usability of Intermodal Tickets

An Intermodal Ticket cannot be used and the Intermodal Passenger is not entitled to transport and can not claim to continue to use the service during the journey, if:

- a) the Intermodal Ticket has been illegally transferred, counterfeited or sold outside the sales channels authorised by ITALO;
- b) the price of the carriage has not been paid (in whole or in part) or the payment has otherwise been disputed, even at a later date;
- c) the Intermodal Passenger does not have a valid identity document that can bear witness to the correspondence between his/her person and the Name shown on the Intermodal Ticket.

#### 6.9 Invoice request

Should the Intermodal Ticket and/or the additional train on-board service be purchased through the ItaloTreno Website or APP, Pronto Italo and travel agencies, the Intermodal Passenger, who is an Italian citizen, shall request the issue of the invoice at the same time as the purchase of the Intermodal Ticket,

providing the necessary data or, subsequently, by filling in the Invoice Request Form by 11:59 pm on the day of purchase in the "Change Reservation" function or by contacting Italo Assistenza (892020) by 11.00 pm on the day of purchase.

Should the Intermodal Ticket and/or the train on-board services be purchased through SSTM and ITALO Staff assigned to the train, the issue of the invoice can be requested by the Intermodal Passenger, who is an Italian citizen, shall request the issuance of the invoice, by 11.00 p.m. on the day of purchase, by contacting Italo Assistenza (892020) or by filling out the Invoice Request Form by 11:59 p.m. on the day of purchase in the section "Change Reservation" via the "Request Invoice" function.

For the Intermodal Passenger, who is an Italian citizen, the invoice in electronic format will be made available in their "tax box" pursuant to Legislative Decree no. 127 of 5 August 2015.

It is understood that the Intermodal Passenger can always contact Italo Assistenza (892020) for support in filling out the aforementioned Form.

Should the Intermodal Transport Ticket and/or the train on-board service be purchased by a foreign citizen, the issue of an invoice can be requested by the Intermodal Passenger by 11 p.m. Italian time on the day of purchase, by contacting Italo Assistenza (892020 premium rate number from an Italian phone) or by calling +39 0689371892 (standard rate number from a foreign mobile phone).

For the Intermodal Passenger, who is a foreign citizen, the invoice in pdf format will be sent to the e-mail contact entered during the purchase phase.

Should the International Intermodal Transport Ticket and/or the train on-board service be purchased through the ItaloTreno Website or APP, Pronto Italo and travel agencies, SSTM and ITALO Staff assigned to the train, the issue of the invoice shall be requested by the Intermodal Passenger, who is an Italian and/or foreign citizen, by 11.00 p.m. Italian time on the day of purchase, by contacting Italo Assistenza (892020 premium rate number from an Italian phone), or by calling +39 0689371892 (standard rate number for calls from foreign mobile phones).

For the Intermodal Passenger, who is an Italian citizen, with an International Intermodal ticket, the invoice in electronic format will be made available in his/her tax box pursuant to Legislative Decree no. 127 of 5 August 2015.

For the Intermodal Passenger, who is a foreign citizen, with an International Intermodal ticket, the invoice in pdf format will be sent to the e-mail contact entered during the purchase phase.

In the case of purchase of journeys in connection with other transport operators, the Intermodal Passenger is required to request the issuance of the Intermodal invoice or International Intermodal invoice as indicated above and the invoice will be issued under request only for the amount relating to the routes managed by ITALO. The Passenger may request an invoice from other carriers in accordance with the procedures provided by the individual transport operators.

#### 6.10 Invoice request – Split payment

For the application of the mechanism referred to in Article 17-ter of Presidential Decree no. 633 of 26 October 1972 ("Split payment"), the Intermodal Passenger may alternatively:

- Should the Intermodal Ticket and/or the train on-board services be purchased through the ItaloTreno Website, travel agencies or APP, the Intermodal Passenger, who is an Italian citizen, shall request the issuance of the invoice at the same time as the purchase of the Intermodal Transport Ticket, providing the necessary data or, subsequently, by filling in the Invoice Request Form by 11:59 pm on the day of purchase in the "Change Reservation" section via the "Request Invoice" function or by contacting Italo Assistenza (892020) by 11.00 p.m. on the day of purchase.

- Should the Intermodal Ticket and/or the train on-board services be purchased through Pronto Italo, the Intermodal Passenger, who is an Italian citizen, shall expressly request the application of the Split payment and the issuance of the relevant invoice during the purchase phase by filling in the Invoice Request Form by 11:59 p.m. on the day of purchase in the "Change Reservation" section using the "Request Invoice" function.
- Should the Intermodal Ticket and/or the train on-board services be purchased through SSTM and ITALO Staff assigned to the train, the Intermodal Passenger, who is an Italian citizen, shall request an invoice, by 11.00 p.m. on the day of purchase, by contacting Italo Assistenza (892020) or by filling in the Invoice Request Form by 11.59 p.m. on the day of purchase in the "Change Request" section using the "Request Invoice" function.
- For the Intermodal Passenger, who is an Italian citizen, the invoice in electronic format will be made available in their tax drawer pursuant to Legislative Decree no. 127 of 5 August 2015.

It is understood that the Intermodal Passenger can always contact Italo Assistenza (892020) for support in filling out the aforementioned Invoice Request Form.

In the case of purchase of journeys in connection with other transport operators, the Intermodal Passenger is required to request the issuance of the Intermodal invoice by contacting Pronto Italo by 11.00 p.m. on the day of purchase and the invoice will be issued on request only for the amount relating to the routes managed by ITALO. The Passenger may request an invoice from other carriers in accordance with the procedures provided by the individual transport operators.

In all the cases indicated above, the Intermodal Passenger will be charged the amount including VAT; the refund of the same VAT may be requested by the Intermodal Passenger when requesting an invoice in the manner indicated above.

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## **7) Use of intermodal transport and control**

### **7.1 For rail transport:**

in stations, where there are access gates to the platforms, the Intermodal Passenger will be required to show the Intermodal Ticket to the station staff in charge of control.

Access to the train is allowed up to two minutes before departure. It is the sole responsibility of the Intermodal Passenger to go to the platform well in advance of the deadline for access to the train.

The Intermodal Passenger is obliged to show to the ITALO on-board Staff the Intermodal Ticket and, if requested, a valid identity document in order to verify, in accordance with current legislation, the ownership of the Intermodal Ticket.

### **7.2 For bus transport:**

The Intermodal Passenger, in order to facilitate baggage control and boarding operations and to ensure compliance with the scheduled departure times, as well as to guarantee safety in the preparatory activities at the start of the journey, unless otherwise indicated by ITALO or ITABUS, must arrive at the station or boarding stop at least 15 (fifteen) minutes before the scheduled departure time of the bus transport service or, if the latter is subsequent to the rail transport service, in the time strictly necessary to reach the stop or boarding station. Otherwise, the Intermodal Passenger will forfeit the right to obtain the Intermodal Transport and any train on-board services purchased for rail transport.

The Intermodal Passenger must have the Intermodal Ticket and a valid identity document with him/her in accordance with current regulations.

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## **8) Regularisation of the Intermodal Transport Ticket on board the train**

### **8.1 Passenger without a valid Intermodal Ticket**

Passengers without a valid Intermodal Ticket pursuant to the previous paragraph 5.1 of these CGT-i ("Ticketless") must regularise his/her position on board the train with the payment of the "On-board" Ticket and the penalty referred to in Annex I, even where there is no availability of seats, applicable only in relation to the rail transport service granted.

It should be noted that the Ticketless Passenger will not be able to regularise his/her position on board the bus transport and will not be allowed to continue his/her journey.

A Ticketless Intermodal Passenger is also considered to be a person who uses an Intermodal Ticket with the application of price reductions without having the right to do so.

In the event of unavailability of seats on board the train, the Ticketless Intermodal Passenger, at the discretion of the ITALO Staff, regularizes his/her position without assigned seat and without the right to refund.

#### **8.2 Failure to pay amount due on-board**

The Ticketless Intermodal Passenger must regularise its position as provided for in paragraph 7.1 of these GTC-i.

If the Ticketless Intermodal Passenger does not regularise his/her position on board in accordance with the provisions of paragraph 7.1 of these GTC-i or refuses to provide his/her personal details in order to allow his/her identification ("Irregular Passenger"), ITALO will proceed to disembark the latter at the first available stop, also requesting, where necessary, the intervention of the Railway Police.

In addition, in the event of non-payment of the regularisation on board the train, ITALO will issue a fine notice ("VE.SA.") and the Irregular Passenger will be required to pay the full penalty indicated in Annex I, excluding regulatory charges. The penalty is reduced if paid within 30 days of its issue.

The Irregular Passenger will be required to pay the full or reduced penalty even in the event of unavailability of seats on board the train.

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### **9) Ancillary services**

With reference to the intermodal transport service, it should be noted that ancillary services are available only for the rail transport. The Intermodal Passenger is entitled to the provision of any additional services<sup>3</sup> purchased upon payment in advance and subject to their availability.

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### **10) Intermodal Ticket Exchange**

#### **10.1 General rules for changing an Intermodal Ticket**

Up to three minutes before the scheduled departure time of the intermodal transport, the Intermodal Passenger may request, under the conditions and within the limits of the commercial offer purchased, any modifications and/or changes ("Change") where permitted and available. ITALO may, however, provide specific procedures for the Change which can be consulted on the Website.

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

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<sup>3</sup> The Intermodal Passenger may purchase the ancillary services specified on the Website, provided that they are provided on board the chosen train.

The Name Change may require the payment of a supplement and must be made up to three minutes before the scheduled departure time of the first carrier indicated on the Intermodal Ticket.

It is not possible in any way to change the type of commercial offer from a higher level to a lower one. Conversely, the change of the travel environment, for rail transport only, from a higher to a lower level is possible only through Italo Assistance or the ITALO Staff present at the station, without prejudice in any case to the availability of seats and the payment of the economic integration if due. In no event shall the Intermodal Passenger be entitled to a refund for the greater amount spent on the superior environment originally purchased.

#### 10.2 ITALO channels for the exchange of an intermodal transport ticket

The different Exchange methods are available on the Website. In particular, the Intermodal Passenger can request the Change by:

- Internet site;
- Italo Assistance;
- ITALO staff present at the station;
- SSTM;
- ITALO staff present on board the train;
- travel agencies.

#### 10.3 How to request the exchange of an Intermodal Ticket

For the Change, it is necessary to provide the Ticket Code and the Name of the Intermodal Passenger resulting on the Intermodal Ticket.

Requests for changes made by e-mail, certified e-mail, fax, letter or registered letter are not allowed. At travel agencies, it is not permitted to change the Intermodal Ticket purchased through other sales channels or other travel agencies. The Change of Intermodal Tickets purchased at travel agencies is therefore allowed only through the travel agency itself or through the Website, Italo Assistance, ITALO Staff present at the station, SSTM and ITALO Staff assigned to the train.

Without prejudice to the provisions of the previous paragraph, the change of the name(s) of the passengers on the PNR of a ticket including both outward and return travel on the same Ticket Code, will affect both journeys (outward and return) as the two journeys are linked and cannot be separated.

Intermodal Tickets, purchased or modified on the day of travel at SSTM, can be modified, under the conditions and within the limits of the commercial offer purchased, exclusively through Italo Assistance and ITALO Staff present at the station.

#### 10.4 How to request a change of an Intermodal Collective Ticket

Changes may also be made with reference to a single Intermodal Passenger who is part of the Intermodal Collective Ticket referred to in paragraph 5.3 of these GTC-i above.

In this case, the Intermodal Passenger must contact Italo Assistenza or contact the ITALO Staff present at the station and provide the Ticket Code relating to the Intermodal Collective Ticket and the Name of the Contact Person shown on the Intermodal Collective Ticket. For the Intermodal Passenger who has requested the Change, ITALO will then issue a new Intermodal Ticket ("Ticket Separation").

#### 10.5 Additional conditions for the exchange of an Intermodal Ticket

In the event of a Change, ITALO does not guarantee the provision of any ancillary services already

purchased. The Intermodal Passenger is, therefore, required to verify the provision of the aforementioned ancillary services before requesting the Change, it being understood that, in the event that such services cannot be rendered as they are not provided or not available on the different intermodal transport service requested, ITALO will refund the fee for the unused ancillary service under the applicable conditions.

The Change of an Intermodal Ticket, purchased with a discount, with a promotion or with a promotional voucher, outside the period of the latter (relating to both the time of purchase and the time of travel), involves an integration equal to the reduction enjoyed, in addition to the further supplements provided for the type of commercial offer purchased.

#### 10.6 Seat Selection

For the rail service, ITALO may offer the Intermodal Passenger the "Seat Selection" option, which allows him/her, upon payment, to choose a seat on the same train. Seat selection can be purchased during or after the purchase of the Intermodal Ticket and in any case up to 3 minutes before the departure of the first intermodal carrier.

The conditions of the "Seat Selection" option can be found on the Website. The "Seat Selection" option is not applicable to all ITALO Tickets; by way of example (but not limited to) tickets purchased through SSTM are excluded.

### 11) Reimbursement of the Intermodal Ticket

#### 11.1 Reimbursement of services not rendered by ITALO

Without prejudice to the provisions of paragraph 10.2 of these CGT-i, the refund will be equal to the full price paid for the Intermodal Transport and/or for the ancillary service, if the Intermodal Transport and/or the ancillary service on board the train have not been rendered by ITALO, even in part, due to its own act and fault.

#### 11.2 Reimbursement following the Intermodal Passenger's waiver and related deductions

If the Intermodal Passenger renounces the intermodal transport and/or the ancillary service on board the train for his/her own needs, if the fare resulting from the Intermodal Ticket provides for the possibility, he/she must request a refund up to three minutes before the scheduled departure time of the intermodal transport, as resulting from the Intermodal Ticket. In this case, the Intermodal Passenger will be entitled to a refund of the price paid for the intermodal transport service and/or for the unused ancillary service, under the conditions of the commercial offer purchased and with the relative deductions provided therein.

#### 11.3 Entitled to reimbursement of the Intermodal Ticket

To request a refund, it is necessary to provide the Ticket Code and the Name of the Intermodal Passenger shown on the Intermodal Ticket or, in case of an Intermodal Collective Ticket, the Name of the Contact Person shown on this Intermodal Ticket, in addition to the Ticket Code.

Should at the time of the request the Ticket Code and the Name of the Intermodal Passenger shown on the Intermodal Ticket not be communicated, ITALO will not be able to proceed with the refund.

In case of an Intermodal Collective Ticket, in order to proceed with the reimbursement in favour of a single Intermodal Passenger for the portion due to him, it will be necessary to proceed with the Ticket Separation referred to in paragraph 10.4 of these GTC-i above. The Intermodal Passenger will be required to contact Italo Assistance or contact the ITALO Staff present at the station.

In case of an Intermodal Collective Ticket, the reimbursement of the full price, minus any deductions referred to in paragraph 11.2 of these GTC-i, made in favour of the Contact Person, for ITALO will



represent full discharge of its liabilities also toward the remaining Intermodal Passengers resulting on the same Intermodal Collective Ticket, except in case of prior Ticket Separation.

It is understood that, in any case, the reimbursement made by ITALO in good faith in favour of the person who is the holder and/or purchaser of the Intermodal Ticket will have a discharge effect for ITALO.

In the event of fraud, ITALO reserves the right to cancel the Intermodal Ticket and/or ancillary services purchased, with a full refund on the payment instrument used and by sending a specific communication to the e-mail contact provided at the time of purchase.

#### 11.4 How to request reimbursement and means of payment

The refund request conditions are available on the Website. In particular, reimbursement can be requested by:

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

Reimbursement cannot be requested through SSTM and ITALO staff present on board the train. In any case, requests for reimbursement cannot be received by e-mail, certified e-mail, fax, letter or registered letter.

#### 11.5 Means of refund

ITALO will arrange the refund, having deducted the withholdings as set out in paragraph 11.2 above, with different means depending on the method of payment and the channel used for the purchase of the Intermodal Ticket.

Specifically:

- a) in case of purchase by the Intermodal Passenger with credit and/or prepaid cards through the Website or Pronto Italo, ITALO will proceed with the refund by re-crediting, within 30 days from the request, on the card used for the purchase of the intermodal transport service and/or the ancillary service;
- b) in case of purchase by the Intermodal Passenger with credit and/or prepaid cards through the ITALO Staff present at the station, the SSTM or the ITALO Staff present on board the train, ITALO will proceed with the refund by means of Italo Credit or Italo Borsellino;
- c) in case of purchase by the Intermodal Passenger with Credito Italo or Borsellino Italo, ITALO will proceed with the refund via Credito Italo or Borsellino Italo;
- d) in case of purchase by the Intermodal Passenger with cash or debit card through the ITALO Staff present at the station, the SSTM or ITALO Staff present on board the train, ITALO will proceed with the refund by means of Italo Credit or Borsellino Italo;
- e) In case of purchase from a travel agency:
  - at the same travel agency, where the Intermodal Ticket was purchased, according to the reimbursement methods made available by the same travel agency, or
  - via the Website, Italo Assistenza or other channels enabled by ITALO with re-crediting, within 30 days of the request, to the Intermodal Passenger's credit card, if used to make the purchase, or

- in the event that the purchase was made using the travel agency's credit card, the Intermodal Passenger may request a refund on the same credit card or by means of Credito Italo or Borsellino Italo.

In any case, ITALO will not proceed with refunds by cash.

The Intermodal Passenger may request the monetization of the Borsellino Italo and the Credito Italo according to the procedures described respectively in articles 19 and 20 of the CGT-i.

## **12) Passengers under 14 years of age and Infants**

12.1 The Intermodal Passenger under the age of 14 ("Minor") must be accompanied by an adult Intermodal Passenger, who is responsible for supervision.

12.2 For the above purposes, the age of the Minor at the time of carriage will be taken into account. In the event that the Minor is not accompanied and/or not identified, ITALO Personnel will proceed to inform the Railway Police.

12.3 For the purposes of this paragraph, "Infant" is defined as Intermodal Passengers under 3 years of age. In case of an Intermodal Ticket, the Infant must be assigned a seat with payment of the relevant fee.

In any case, for reasons of safety, Infants must travel seated on board the train for the entire duration of the journey and must be constantly supervised by the accompanying adult Intermodal Passenger.

12.4 In the field of bus transport, it is possible to travel with an Infant, only if there is also a seat available for the latter on the vehicle related to bus transport. In this case, in order to guarantee the Infant a seat on the vehicle relating to the bus transport, the Intermodal Passenger must: (i) in case of purchase through Pronto Italo, report the presence of the Infant at the same time as the purchase of the Intermodal Ticket or subsequently by contacting Italo Assistenza; or (ii) in case of purchase of the Intermodal Ticket through the other ITALO sales channels, report its presence before the trip by contacting Italo Assistenza. It is understood that Infants can only use the bus transport service on approved child seats and it is the responsibility and exclusive responsibility of the accompanying person to bring an approved seat in accordance with current applicable legislation. Minors under 150 centimetres must be protected by the accompanying adult with any restraint systems present on the bus transport service.

12.5 ITALO or ITABUS Staff may require to show a valid identity document of the Minor or Infant both during rail transport and during bus transport.

## **13) Animals**

13.1 The Intermodal Passenger may bring alive, non-dangerous pets (such as small dogs, cats and other small pets) weighing no more than 5 kg with him/her on intermodal transport carriers, except in case of guide dogs assisting blind or visually impaired Intermodal Passengers. To ensure the feasibility of transporting the guide dog, the Intermodal Passenger must inform ITALO of his/her needs and in any case no later than 36 hours before the scheduled departure of the intermodal transport.

13.2 With the exception of guide dogs assisting blind or visually impaired Intermodal Passengers, animals must be transported in special closed containers. One container is allowed for each Intermodal Passenger, with characteristics suitable for excluding injury to people and damage to property and with only one animal inside. With regard to rail transport, the containers must be positioned, closed, in the luggage compartments of the vestibules or, in the absence of space, they must be placed, on the ground, close to the seat occupied by the Intermodal Passenger, provided that they do not hinder service operations and



normal movement on the train, or they must be held on the Passenger's lap. As regards bus transport, closed containers must be kept on the lap of the Intermodal Passenger. The animal, in any case, must be kept inside the container for the whole duration of transport. The containers must bear the clear and legible indication of the Name and address of the Intermodal Passenger.

13.3 For the carriage of the dogs referred to in paragraph 13.1 above of these GTC-i, the Intermodal Passenger shall have the certificate of registration in the canine registry. In case of Intermodal Passengers coming from foreign countries, animals must be equipped with the identification systems and passport referred to in Regulation (EU) No. 576/2013 where applicable. Upon request, the Intermodal Passenger is obliged to show the certificate of registration in the canine registry or the passport referred to in Regulation (EU) No. 576/2013.

13.4 The Intermodal Passenger is responsible for the supervision of the animals he/she carries with him/her for the entire duration of the intermodal transport. The Intermodal Passenger is responsible for any damage (to persons and/or property and/or animals) caused by his/her animal, even if it is lost or fleeing. Under no circumstances may pets be allowed to occupy seats intended for passengers or be placed on tables; moreover, if they disturb other passengers on the train or on the bus, the Intermodal Passenger with the animal, on the instructions of the ITALO or ITABUS staff, is required to occupy another seat that may be available or to get off the train or bus.

13.5 It is prohibited for Intermodal Passenger to transport dangerous pets or animals suffering from transmissible diseases to humans.

13.6 In the event of the absence of the appropriate container or in case it isn't used, the Intermodal Passenger will be required to pay the amount indicated in Annex I or in the event he/she doesn't pay the fine amount, he/she shall pay the full penalty indicated in Annex I, excluding regulatory charges. The penalty is reduced if paid within 30 days of its imposition. These provisions will also apply in the event that the Intermodal Passenger is carrying more than one container and in the event that the Intermodal Passenger, prior to the intermodal transport, has not paid the amount due for paid commercial services for the transport of pets. It is understood that in the event of any violation relating to the transport of animals, ITALO may apply the provisions of paragraph 16.2 of these GTC-i.

#### **14) Luggage**

14.1 The Intermodal Passenger is prohibited from embarking dangerous or illegal materials and objects on board the intermodal transport, in particular: (i) explosive, highly flammable, radioactive, malodorous or corrosive substances; (ii) unpacked or unprotected items that could cause damage to passengers or their luggage or to the train or bus; and (iii) substances and objects whose possession is prohibited by national Community and/or international law, or whose possession could be a source of potential dangers for the safety of the train and/or bus as well as for the safety of other passengers. In any case, the transport of particularly bulky luggage and/or bulky objects and/or traditional bicycles is not allowed. In addition, furnishings, furniture or their parts, household appliances are excluded from transport.

14.2 Intermodal Passengers are prohibited from carrying weapons and ammunition, except for the police and other persons comparable to them.

14.3 The Intermodal Passenger may carry his or her personal belongings and easily transportable items with him or her on intermodal transport as baggage, for the custody and supervision of which he or she remains fully responsible, subject to the following terms and conditions.

Luggage must not exceed 75x53x30 cm in size if travelling in a Smart environment for rail transport.

##### **14.3.1 Rail transport**

Subject to paragraph 14.3.2 below, baggage must:

- be placed by the Intermodal Passenger in the spaces available on the train (luggage compartments in the vestibules and compartments, overhead bins in the compartments). For the purposes of this paragraph, pushchairs, prams and folding bicycles are intended as luggage and must be placed with the frame properly closed in the spaces referred to above; As for the scooters (electric and non-electric) they can be stored - with a properly closed frame - only in the luggage compartments present in the vestibules of the carriages.
- bear the clear and legible indication of the Name and address of the Intermodal Passenger;
- be adequately accommodated by the Intermodal Passenger so as not to cause danger and/or damage to property, people and animals, paying particular attention to the handling of the baggage itself. In any case, luggage must not obstruct boarding and disembarking from the train, as well as movement inside the carriage and service operations on board the train, and must not be placed during the journey near the access doors to the train or near the seats available for passengers with disabilities or reduced mobility with a wheelchair in tow.

The Intermodal Passenger is obliged to allow ITALO Personnel to carry out the necessary checks to ensure that the carriage of baggage complies with these CGT-i. The checks will be carried out by ITALO Personnel in the presence of the Intermodal Passenger or, in his/her absence, in the presence of two witnesses who do not belong to ITALO Personnel.

In the event that the baggage, scooter or bicycle does not comply with these GTC-i, the Intermodal Passenger must take care of unloading these items at the first stop. In such cases of non-compliance, the Intermodal Passenger will also be required to pay the penalty on board the train to the extent indicated in Annex I. In the event of non-payment of this penalty on board the train, ITALO will fill in a VE.SA. and the Intermodal Passenger will be required to pay the full penalty indicated in Annex I, excluding regulatory charges. The penalty is reduced if paid within 30 days of its issue.

#### 14.3.2 Bus transport

The Intermodal Passenger is responsible for boarding and collecting his/her baggage. Any assistance by the staff in charge of the bus transport service is provided only in exceptional cases and does not justify any right to the same for Intermodal Passengers, except in cases referred to in Article 14 of the CGT-i.

The Intermodal Passenger is obliged to allow the staff in charge of the bus transport service to carry out the necessary checks to ensure that the carriage of baggage complies with these GTC-i.

Foldable strollers and prams are intended as luggage and must be placed with the frame properly closed in the hold.

Folding bicycles must be folded and placed in suitable packaging (e.g. duffel bag, case, etc.); the transport of electric, traditional, pedelec, tandem and three-wheeled bicycles is not allowed;

Scooters must be folded and placed in suitable packaging (e.g. duffel bag, case, etc.); skateboards, hoverboards and similar objects are equated with scooters; the transport of electric scooters is not allowed.

In the event that the Intermodal Passenger has baggage that does not comply with the provisions of these GTC-i, the same must take care of unloading such items at the first subsequent stop.

Valuables, such as but not limited to cash, jewellery, precious metals, keys, glasses (sunglasses and/or eyeglasses), electronic devices (laptops, tablets, MP3 players, mobile phones, cameras), contact lenses, prostheses, medicines, important documents (diplomas, attestations, certificates, passports, driving licences, securities), etc., and fragile items must be carried in carry-on baggage and are subject

to the custody of the Intermodal passenger.

The transport of the folding wheelchair and other walking aids for People with Disabilities or Reduced Mobility in the hold is free of charge. To verify the possibility of transporting the wheelchair in the hold as part of a bus service, the exact configuration of the wheelchair or other walking aid must be communicated to ITALO, by contacting Pronto Italo, before purchasing the intermodal transport and at least 36 hours in advance of the departure time. For safety reasons, wheelchairs that are requested to be transported in the hold must be foldable.

The wheelchair must comply with the current official safety requirements prescribed by national, EU and international legislation. If, at the sole discretion of ITABUS, the safety of the Journey is compromised, the transport of the wheelchair in the hold may be denied. ITABUS declines all responsibility for damage that is due to the technical condition of the wheelchair.

Without prejudice to the provisions of this article, ITALO will be liable for any loss or damage to wheelchairs, other mobility equipment or assistive devices attributable to it. The amount of compensation under this Section shall be equivalent to the cost of replacing or repairing lost or damaged equipment or devices.

If necessary, ITALO will make reasonable efforts to make replacement equipment or devices available quickly and temporarily. Wheelchairs, other mobility equipment or assistive devices will, as far as possible, have similar technical and functional characteristics to those lost or damaged.

For safety reasons and/or at the request of the Authorities, the Intermodal Passenger may be asked to allow his/her baggage to be examined. If the Intermodal Passenger refuses to comply with such a request, he or she may be refused carriage.

## **15) Passengers with disabilities and Passengers with reduced mobility**

### **15.1 Right to transport**

ITALO is committed to ensuring non-discriminatory transport of people with disabilities and people with reduced mobility. People with disabilities or reduced mobility are defined as:

- people who move in wheelchairs due to illness or disability;
- people with limb problems or walking difficulties;
- blind or visually impaired people;
- deaf or hard of hearing people;
- people with mental handicaps.

It should be noted that bus transport is not provided to People with Disabilities or Reduced Mobility only in the following cases:

- to comply with safety obligations established by Union, international or national legislation or health and safety obligations established by competent authorities;
- if the configuration of the vehicle relating to the bus transport service or the related infrastructures (stops and stations) makes it physically impossible to board, disembark or transport Persons with Disabilities or Reduced Mobility in safe and concretely achievable conditions.

ITALO may request that a Intermodal Passenger with a disability or reduced mobility be accompanied by another Passenger of legal age, in order to provide him or her with the necessary assistance. In this case, the accompanying person of the person with a disability or reduced mobility travels free of

charge and, if possible, will be assigned a seat adjacent to that of the person with a disability or reduced mobility he or she accompanies, provided that the Intermodal Passengers inform ITALO of their needs no later than 36 hours before the scheduled departure for the intermodal transport service.

### 15.2 Reserved seats

In compliance with the applicable regulations in force, seats are available on each train and bus for Intermodal Passengers with disabilities and Intermodal Passengers with reduced mobility.

Without prejudice to the provisions of paragraph 15.1 of these GTC-i, for Intermodal Passengers with disabilities or reduced mobility with a wheelchair in tow, there is one equipped seat for each train and one seat for each bus.

An Intermodal Ticket relating to seats reserved for Intermodal Passengers with wheelchairs can only be purchased through Pronto Italo.

In accordance with the applicable regulations, the wheelchair must have the following dimensions: width 700 mm, depth 1200 mm, height 1090 mm.

The fully loaded weight must not exceed 300 kg.

For some bus transport, ITALO makes available the transport of the Intermodal Passenger on wheelchairs in the passenger compartment. To verify the possibility of transporting a wheelchair in the passenger compartment as part of a bus transport service, the exact configuration of the wheelchair or other walking aid must be communicated to ITALO, by contacting Pronto Italo before purchasing the intermodal transport and with at least 36 hours' notice before the departure date. In order for wheelchairs to be placed in the passenger compartment, the wheelchairs must have safety fastening points (so-called force nodes) regardless of the date of manufacture, in accordance with the provisions of DIN 75078-2 as well as a manufacturer's approval in accordance with DIN EN 12183 or 12184. Persons with disabilities or reduced mobility who intend to benefit from the intermodal transport by placing their wheelchair in the passenger compartment must: a) confirm compliance with the rules for the transport of the wheelchair by contacting Pronto Italo to verify the possibility of transporting it and b) ensure that the wheelchair is functional and technically designed in such a way that it can be used safely during the the journey.

### 15.3 Information for Intermodal Passengers with Disabilities and Intermodal Passengers with Reduced Mobility

Upon request, ITALO provides Intermodal Passengers with disabilities and Intermodal Passengers with reduced mobility with information on accessibility to the rail transport service provided by ITALO, on the conditions of access to rolling stock and on assistance services on board the train.

Information can be requested directly from the ITALO staff present in the stations and on board the train or by consulting the website or by calling Pronto Italo.

It is understood that, with reference to bus transport, since ITALO cannot modify in any way the conditions of the infrastructures of the bus stops and stations served by ITALO, the same cannot guarantee access nor can it be held responsible in the event of unavailability.

### 15.4 Assistance

15.4.1 With reference to the railway service and in accordance with the provisions of the "Railway Regulations" and other relevant regulations, the Station Managers will provide, according to specific procedures and methods, the necessary assistance to Intermodal Passengers with disabilities and Intermodal Passengers with reduced mobility to board the departing train or get off the arriving train,

also guaranteeing the accessibility of stations, platforms and other services.

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

To access assistance, ITALO provides Intermodal Passengers with disabilities and Intermodal Passengers with reduced mobility with a booking service through Pronto Italo, even if the purchase of the Intermodal Ticket was made through another sales channel.

The Intermodal Passenger with disabilities and the Intermodal Passenger with reduced mobility may book the assistance services referred to in this paragraph in the established time slots and according to the necessary notice established by the Station Managers, with respect to the scheduled departure time of the chosen train.

Intermodal Passengers with confirmed assistance service must present themselves at the Sala Blu of Rete Ferroviaria Italiana S.p.A. or another point of the departure station indicated, at least 30 minutes before the scheduled departure time shown on the Intermodal Ticket, and observe the instructions provided.

15.4.2 With reference to the bus service and in accordance with the provisions of the "Bus Regulations", ITALO complies with the assistance services that fall within the scope of responsibility of the carrier pursuant to Annex I to the aforementioned "Bus Regulations".

#### 15.5 Telephone support

Intermodal Passengers with disabilities and Intermodal Passengers with reduced mobility can contact Pronto Italo for each purchase (at no additional cost), exchange or refund of an Intermodal Ticket.

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### **16) Passenger's obligations and responsibilities**

16.1 Without prejudice to the additional obligations of Intermodal Passengers provided for in this Intermodal Contract and the obligations referred to in Articles 17 et seq. of Presidential Decree no. 753/1980, the Intermodal Passenger is also obliged to:

- a) conduct oneself according to the rules of good behavior;
- b) not to engage in conduct that may constitute or represent a danger to the safety and proper functioning of railway and road traffic or to the safety of other passengers;
- c) refrain from talking to the staff driving the bus service except to report emergency situations that undermine the safety of passengers or of necessity and not disturb other passengers;
- d) not to sit in a seat other than the one assigned and indicated on the ticket, unless expressly authorised by the ITALO and/or ITABUS on-board staff;
- e) to carry out its duties of cooperation towards ITALO to ensure its safety;
- f) comply with the requirements of customs and administrative authorities, as well as health regulations, railway and bus service regulations and ITALO instructions;
- g) not to carry out commercial activities or distribution of advertising material on board the train and on the bus, without prior authorization from ITALO;
- h) not to carry out interviews or surveys on board the train and on the bus, without the prior authorisation of ITALO;
- i) do not engage in begging activities on board the train and on the bus;

- j) not to cause harm and/or prejudice to other passengers and their property, nor to behave in such a way as to offend their person and dignity (including their political and religious beliefs), nor to be harassing by behaving in a way that is not moderate and silent, and to use civil language and tone in respect of other passengers;
- k) not consume alcohol to such an extent as to alter, even temporarily, one's cognitive, motor or perceptive abilities;
- l) do not take drugs;
- m) not to damage and not to improperly use tools, systems, equipment and furnishings of the train and/or bus;
- n) scrupulously comply with the rules of conduct provided for in the different environments of the train and on the bus;
- o) not smoking (including e-cigarettes);
- p) not to carry out or attempt to carry out the transport with a named Intermodal Ticket or with a reduction document transferred by third parties or with a counterfeit, altered or reused Intermodal Ticket;
- q) not to use artifices or deceptions to evade or attempt to evade payment of the price of the intermodal transport service or ancillary services;
- r) not to carry luggage containing dangerous things or an animal larger than those permitted by ITALO, suffering from diseases transmissible to humans or dangerous or a dog without the required registration in the canine registry or passport pursuant to Regulation (EU) no. 576/2013
- s) not to use the intermodal transport service where their health conditions do not allow it or may expose other passengers to infection or transmission of diseases or cause prejudice or harm to the latter;
- t) use the WI-FI service for lawful purposes and in accordance with the conditions of use of the service itself.

The Intermodal Passenger acknowledges and accepts that, during the bus service, the Driving Staff has full discretion in making stops other than the stops provided for the boarding and alighting of passengers, in order to comply with safety obligations and compliance with the working rules relating to driving and breaks for drivers (the "Stops"). During Stops, the Intermodal Passenger must comply with the following rules: (i) get off the bus at the request of the driver or any customs or police authority; (ii) not to remove luggage from the hold, except in duly justified cases and with prior authorization from the driving staff (e.g. medical obligation); and (iii) be on board the bus by the end of the Stops announced by the driver. ITALO reserves the right to continue the journey in the event that the Intermodal Passenger does not return to the bus at the end of the scheduled and previously communicated stop time, without being held responsible for the absence of the Intermodal Passenger.

16.2 In the event of violation by the Intermodal Passenger of the obligations and prohibitions imposed on him by this Intermodal Contract as well as by articles 17 et seq. of Title II of the Presidential Decree no. 753/1980, ITALO may refuse the provision of the intermodal transport or suspend it without any right of the Intermodal Passenger to a refund of the total amount paid for the intermodal transport. The Intermodal Passenger will be held liable for any and all damage suffered by ITALO, ITABUS and/or third parties as a result of the aforementioned violations.

16.3 It is the responsibility of the Intermodal Passenger:

- a) plan their intermodal transport in such a way as to have an adequate period of time to fulfil their commitments;



- b) check the actual departure or arrival time of the train on the "arrivals and departures" boards at the station well in advance of the scheduled time of the train shown on the Intermodal Ticket and go to the departure platform of the chosen train well in advance of the deadline for access to the train referred to in Article 7 of these CGT-i;
- c) diligently guard the Intermodal Ticket in order to avoid its loss, destruction and theft;
- d) verify the exact location of the boarding and alighting points provided for in the individual segments of intermodal transport, shown in the Intermodal Ticket, and independently carry out the transfer between them.

## **17) Delays, connection losses and cancellations**

### **17.1 Applicable regulatory framework**

Pursuant to these GTC-i, Italo's liability regime in terms of delays, connection losses and cancellations is different, as the intermodal transport provided for therein consists of rail transport and bus transport. In particular, (i) the rules set out in Regulation (EU) No. 2021/782 apply to rail transport and (ii) the rules set out in Regulation (EU) No. 181/2011 apply to bus transport.

On the basis of the above, in the event of delays, missed connections and cancellations, Intermodal Passengers will contact ITALO and, in accordance with the following paragraphs, will receive protection on the basis of the specific regulations applicable to rail transport or bus transport, depending on whether the delay, missed connection or cancellation occurred during one or the other phase of the intermodal transport service governed by these CGT-i.

### **17.2 Protections in rail transport**

#### **17.2.1 Reimbursement and alternative itineraries**

If it is reasonably foreseeable, on departure or in the event of missed connection or cancellation, that the expected delay for the rail transport service on arrival will be equal to or greater than 60 minutes, ITALO will immediately offer the Intermodal Passenger the choice between the following options:

- a) obtain a full refund of the Intermodal Ticket, under the conditions under which it was purchased, if the journey is no longer useful for the purposes of the Intermodal Passenger's original travel plan, as well as having the possibility, if necessary, to return to the initial point of departure as soon as possible, with another ITALO transport; or
- b) continue the journey at no additional cost or follow an alternative route, under similar transport conditions, to the final destination as soon as possible; or
- c) continue the journey at no additional cost or follow an alternative route, under similar conditions of carriage, to the final destination at a later date, at the Intermodal Passenger's discretion.

The Intermodal Passenger, at his/her own discretion, may exercise the alternative options referred to in letters a), b) and c) by contacting Pronto Italo or, where present, through the ITALO Staff at the departure station.

The reimbursement referred to in letter a) above will be disbursed through Borsellino Italo or Credito Italo described respectively in articles 19 and 20 of these CGT-i.

ITALO may allow, at the request of the Intermodal Passenger, the latter to conclude contracts with other transport service providers capable of allowing him/her to reach the final destination under similar conditions and, in this case, ITALO will reimburse the Intermodal Passenger for the costs incurred.

If the options available for the re-routing are not communicated to the passenger within 100 minutes of the scheduled departure time of the delayed or cancelled or missed connecting service, the Intermodal Passenger shall be entitled to conclude such a contract with other providers of public transport services by rail, coach or bus. ITALO reimburses the Intermodal Passenger for the necessary, adequate and reasonable costs incurred.

If the rail transport service is delayed to such an extent that it will result in the loss of the connection with the bus transport service covered by the Intermodal Ticket, ITALO will make every reasonable effort to ensure that the Intermodal Passenger can continue the transport with a subsequent bus transport service or with an alternative transport service. Alternatively, Italo will refund the price of the Intermodal Ticket to the Intermodal Passenger.

It is understood that – in the event of a strike – a railway service qualified by ITALO on its website or by other means of communication as "not guaranteed" cannot be considered as "cancelled" and, therefore, in this case the provisions applicable in the event of cancellation do not apply.

#### 17.2.2 Assistance

In the event of a delay in arrival or departure or in the event of cancellation of a rail transport service, Intermodal Passengers will be informed of the situation and the estimated time of departure and arrival of the service or replacement service as soon as such information is available.

If the delay is equal to or greater than 60 minutes, or if the service is cancelled, Intermodal Passengers will receive free of charge:

- a) meals and drinks in a reasonable quantity depending on waiting times, if they are available on board the train or in the station or can be reasonably provided taking into account criteria such as distance from the supplier, the time required for delivery and the cost;
- b) hotel or other accommodation and transport between the railway station and the accommodation if the journey cannot continue on the same day and an additional stay of one or more nights is necessary, where and when physically possible; if such a stay is necessary due to circumstances unrelated to railway operation, ITALO may limit the duration of accommodation to a maximum of three nights;
- c) if the train is blocked on the tracks, transport between the train and the railway station, to an alternative point of departure or to the final destination of the service, where and when physically possible.

If rail transport can no longer be continued, ITALO will organise, where possible, alternative road transport services for Intermodal Passengers.

#### 17.2.3 Compensation for late arrival

Without prejudice to the right to transport, the Intermodal Passenger is entitled to compensation from ITALO in the event of delay between the place of departure and the place of final destination relating to the rail transport service indicated on the Intermodal Ticket for which the cost has not been reimbursed in accordance with paragraph 17.2.1 letter a) of these GTC due to cancellation of the journey. The compensation in the event of late arrival will be equal to:

- a) 25% of the price of the Intermodal Transport Ticket in the event of a delay of between 60 minutes and 119 minutes;
- b) 50% of the price of the Intermodal Ticket in the event of a delay of 120 minutes or more.

The compensation is calculated in relation to the price paid by the Intermodal Passenger for the intermodal transport that has accrued a delay in arrival. The following are excluded from the



calculation of compensation:

- ancillary services that exhaust their effectiveness before the departure of the train subject to the delay in arrival;
- the regularisation penalties referred to in Annex I.

Intermodal Passengers are not entitled to compensation if they are informed of the delay before purchasing or changing the Intermodal Ticket, or if the delay by continuing the journey on a different service or on the basis of an alternative itinerary remains less than 60 minutes.

ITALO is not required to pay compensation if it is able to prove that the delay, missed connection or cancellation is due to or intrinsically linked to:

- a) extraordinary circumstances outside the operation of the railways, such as extreme weather conditions, major natural disasters or major public health crises which the railway undertaking, despite the diligence required by the particular circumstances of the case, could not avoid or the consequences of which it could not remedy; or
- b) the fault of the traveler; or
- c) conduct by third parties which the railway undertaking, despite having exercised the diligence required by the particular features of the case, could not avoid and the consequences of which it could not remedy, such as the presence of people on the tracks, theft of cables, emergencies on board, law enforcement activities, sabotage or terrorism.

Strikes by ITALO staff, acts or omissions by other undertakings using the same railway infrastructure and acts or omissions by station and infrastructure managers shall not be covered by the derogation referred to in point (c) of the first subparagraph.

#### 17.2.4 Procedures for awarding compensation for late arrival

Indemnification to the extent indicated in paragraph 17.2.3 of these GTC-i shall be awarded:

- to Intermodal Passengers not adhering to the Borsellino Italo by means of Compensation Vouchers (the terms and conditions of which are governed by Article 18 of these GTC-i below);
- to Intermodal Passengers participating in the Borsellino Italo through Borsellino Italo (whose terms and conditions are governed by Article 19 of the CGT-i below).

In any case, for the purposes of this article, the recognition of compensation by means of an Indemnity Voucher or Borsellino Italo will take place within 30 days of the submission of the application by the Intermodal Passenger.

#### 17.3 Safeguards in bus transport

##### 17.3.1 Continuation, Rerouting, and Reimbursement

When it is reasonably expected that a bus transport will be cancelled or delayed at departure from the terminus or from a stop from which the Intermodal Passenger's journey originates for more than 120 (one hundred and twenty) minutes, the Intermodal Passenger may immediately choose, through Pronto Italo, between:

- a) the continuation or rerouting to the final destination, without additional charges and under similar conditions, as indicated in the Intermodal Ticket, as soon as possible;
- b) the refund of the price of the Intermodal Ticket and, where appropriate, the free return by bus

to the first point of departure, as indicated in the transport contract, as soon as possible.

Payment of the Intermodal Ticket refund is made within 14 days of the submission of the relevant application.

In the event that, at the departure from the terminus or stop from which the Intermodal Passenger's journey originates, it is not possible to offer the Intermodal Passenger the previous alternative choice, the Intermodal Passenger will be entitled to an amount equal to 50% of the price paid for the Intermodal Ticket, in addition to the refund provided for in letter b) above according to the terms set out above. This amount will be paid by ITALO within one month of the Passenger submitting the Passenger request through the provision of an Italo Credit.

If the bus transport service is delayed to such an extent as to result in the loss of the connection with the rail transport service covered by the Intermodal Ticket, ITALO will make every reasonable effort to ensure that the Intermodal Passenger can continue the transport with a subsequent rail transport service or with an alternative transport service.

Alternatively, ITALO will refund the price of the Intermodal Ticket to the Intermodal Passenger.

It is understood that – in the event of a strike – a bus service qualified by ITABUS on its website or by other means of communication as "not guaranteed" cannot be considered as "cancelled" and, therefore, in this case the provisions applicable in the event of cancellation do not apply.

#### 17.3.2 Information

In the event of cancellation or delay at the departure of a bus transport, the Intermodal Passenger shall be informed as soon as possible of the situation and in any case no later than thirty minutes after the scheduled departure time: the Intermodal Passenger shall also be informed of the scheduled departure time as soon as this information is available.

#### 17.3.3 Assistance in case of cancellation or delay on departure

For a bus transport, the expected duration of which exceeds three hours, in the event of cancellation or delay at departure from a station of more than ninety minutes, Intermodal Passengers will receive free of charge:

- a) snacks, meals or drinks in reasonable quantities depending on waiting times or delays, provided that they are available on the bus or in the station or can be reasonably provided;
- b) accommodation in hotels or other accommodation, as well as assistance in arranging transport between the station and the place of accommodation if a stay of one or more nights is necessary. For each Intermodal Passenger, the total cost of accommodation, excluding transport between the station and the place of accommodation, is limited to 80 euros per night and for a maximum of two nights.

The previous letter b) of this paragraph 17.3.3 of the CGT-i does not apply if the cancellation or delay is due to adverse weather conditions or major natural disasters that endanger the safe operation of bus transport.

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### 18) Compensation vouchers

The Compensation Voucher is an electronic credit that can be used for the purchase of ITALO or monetizable Tickets and/or ancillary services.

The Compensation Voucher is generated by:

- compensation for late arrival.

The Compensation Voucher can be verified through the Website and Italo Assistenza and can be used for the purchase of:

- Tickets and/or ancillary services, even if the price is higher than the value of the Indemnity Voucher, with simultaneous payment to ITALO of the consequent price difference;
- Tickets and/or ancillary services, even if the price is lower than the value of the Indemnity Voucher, with the possibility of using or monetizing the remaining part, as indicated below.

Compensation Vouchers cannot be combined with each other or with different types of vouchers.

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

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

The Intermodal Passenger may request the monetization of the Compensation Voucher through the Website and Italo Assistance, for which he must provide the voucher code and the Name associated with this code.

ITALO, having verified the legitimacy of the request, will proceed with the monetization, which will take place by bank transfer to the coordinates, communicated in writing by the Intermodal Passenger.

Monetization will take place with currency in euros and within 30 days of the request. ITALO will only bear the costs relating to the bank transfer that are known at the time of making the transfer. The monetization of the Compensation Voucher cannot be requested in the event that the relevant amount is equal to or less than € 4.00. The monetization, carried out by ITALO in good faith in favor of the holder of the Voucher compensation, will represent full discharge of its liabilities for ITALO.

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### **19) Borsellino Italo**

19.1 Borsellino Italo is an electronic personal credit generated exclusively in favour of the Intermodal Passenger registered with the ITALO loyalty programmes and can be used by the latter for the purchase of ITALO Tickets and/or ancillary or monetisable services.

19.2 The Borsellino Italo is powered by:

- refund of the ticket, where applicable;
- reimbursement of ancillary services related to the ticket, where applicable;
- compensation for late arrival;
- any compensation.

19.3 Membership of Italo's loyalty programs can take place either through the Website or through Italo Assistenza.

**Borsellino Italo can be verified through the Website and Italo Assistenza.**

19.5 Borsellino Italo can be used for the total payment of the price of the Ticket or only for a part of it, it being understood that, in the latter case, the remaining amount due must be paid at the same time by the Intermodal Passenger with another form of payment among those provided for in the CGT-i. For each transaction, Borsellino will be reduced by the amount equal to that used to purchase the

ticket. The remaining credit can subsequently be used for the purchase of another Ticket or further replenished in the event of refunds or indemnities.

19.6 To use Borsellino Italo through the Website and SSTM, the Intermodal Passenger must provide a username and password, while through Pronto Italo he must provide the customer code and the information necessary to identify himself. To use Borsellino Italo through ITALO Personnel present on board the train, the Intermodal Passenger must provide the customer code and the information necessary to identify himself.

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

19.8 The Borsellino Italo follows the prescription provided for by the Civil Code.

19.9 The Intermodal Passenger may request the monetization of Borsellino Italo through the Website and Italo Assistance. For the monetization of Borsellino Italo, the Intermodal Passenger must provide the customer code and the information requested by the Website or by Italo Assistenza for the purpose of identification. ITALO, having verified the legitimacy of the request, will proceed with the monetization of Borsellino Italo, which will take place by bank transfer to the coordinates, communicated in writing by the Intermodal Passenger to ITALO. Monetization will take place with currency in euros and within 30 days of the request. ITALO will only bear the costs relating to the bank transfer that are known at the time of making the transfer. The monetization of the Borsellino Italo cannot be requested in the event that the relevant amount is equal to or less than € 4.00.

19.10 The monetization, carried out by ITALO in good faith in favor of the person who is the holder of Borsellino Italo, will represent full discharge of its liabilities for ITALO.

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## **20) Italo Credit**

20.1 The Italo Credit is an electronic credit associated with the Ticket Code, granted to the holder of the Ticket Code and can be used for the purchase of ITALO Tickets and/or ancillary or monetizable services.

20.2 Italo Credit is generated by:

- refund of the ticket, where applicable;
- reimbursement of ancillary services related to the ticket, where applicable;
- compensation for late arrival;
- any compensation.

20.3 Italo Credit can be verified through the Website and Italo Assistenza and can be used for the full payment of the price of the Ticket or only for a part of it.

20.4 For each transaction, the Italo Credit will be reduced by the amount used to purchase the ticket. The remaining credit can then be used for the purchase of another ticket.

20.5 To use Italo Credit, the Intermodal Passenger must provide the Ticket Code and the Name associated with this Ticket Code.

20.6 The use of the Italo Credit by the person who is the holder will have a liberating effect for ITALO. The Italo Credit expires 365 days after the date of its creation.

20.7 The Intermodal Passenger may request the monetization of the Italo Credit through the Website and Italo Assistance. For the monetization of the Italo Credit, the Intermodal Passenger must provide

the Ticket Code and the Name associated with this Ticket Code.

ITALO, having verified the legitimacy of the request, will proceed with the monetization, which will take place by bank transfer to the coordinates, communicated in writing by the Intermodal Passenger to ITALO. Monetization will take place with currency in euros and within 30 days of the request. ITALO will only bear the costs relating to the bank transfer that are known at the time of making the transfer. The monetization of Credito Italo cannot be requested in the event that the relevant amount is equal to or less than € 4.00.

20.8 The monetization, carried out by ITALO in good faith in favor of the person who is the holder of Italo Credit, will represent full discharge of its liabilities for ITALO.

## **21) Complaints**

Complaints relating to the intermodal transport, other than requests for reimbursement for which reference is made to Article 11 above, must be made (in Italian or English) by filling in the form on the Website or to "ITALO – Nuovo Trasporto Viaggiatori S.p.a." – Customer Management – by registered mail with return receipt to the address Via Casilina 1 – 00182 Rome.

It will be the responsibility of the Intermodal Passenger to clearly identify the area of the transport service, rail or bus, subject to complaint.

The right to lodge complaints against ITALO and/or to bring actions arising from this Intermodal Contract belongs exclusively to the Intermodal Passenger in possession of a valid Intermodal Ticket, which must be indicated together with the name of the complaining Intermodal Passenger and his/her contact details as well as the description of the complaint ("Minimum Elements"). Any actions for compensation, subsequent to the harmful event and promoted by the Intermodal Passenger, must be supported by a report made on board to ITALO Personnel in the immediate aftermath of the event or, in the event of impossibility, by a report submitted to the railway police command present at the descent station.

A complaint relating to the cases covered by the "Railway Regulations" and the "Bus Regulations" must, under penalty of forfeiture, be submitted within three months of the incident that is the subject of the complaint.

ITALO may request the Intermodal Passenger to receive the documentation, attached to the complaint, in a certified copy of the original.

Within one month of receipt of the complaint, ITALO will provide a reasoned response or, if the delicacy, complexity or peculiarity of the case should require a longer period, it will communicate the date by which it will provide a reasoned response which will in any case be sent to the Intermodal Passenger within three months of the complaint.

Pursuant to Measure 6 of Resolution no. 28/2021 of the Transport Regulation Authority ("Measure 6"), the Intermodal Passenger is entitled to receive automatic compensation for the lateness of the response received. This compensation for late response is commensurate with the price paid for the travel related to the complaint to the extent of:

- a) 10% in the case of a response provided between the ninety-first and one hundred and twentieth day from the receipt of the complaint;
- b) 20% in the event of a response not provided within the one hundred and twentieth day from receipt of the complaint.

The compensation referred to in Measure 6 is paid through a monetizable credit pursuant to Article 20 above. In the event of a penalty being issued by the On-Board Staff through the VESA form, the passenger without a travel document 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 has not been sent by the complaining Intermodal Passenger in the manner indicated above (online complaint form or registered mail with return receipt);
- the complaint has not been submitted with the Minimum Elements indicated above (name of the complaining Intermodal Passenger, transport document and description of the complaint);

the Intermodal Passenger has already been paid compensation for late response to a complaint concerning the same journey.

The Intermodal Passenger, after 30 days have elapsed from the submission of the complaint to ITALO, may submit a complaint (in Italian or English) to the Transport Regulation Authority regarding alleged infringements of the "Railway Regulations", relating to the rights and obligations of passengers in rail transport. This complaint can be sent by post to the address Via Nizza 230 – 10126 Turin or by certified e-mail to the [address\\_pec@pec.autorita-trasporti.it](mailto:address_pec@pec.autorita-trasporti.it) or by filling in the form on the [website](#).

The Intermodal Passenger, after 90 days have elapsed from the submission of the complaint to ITALO, may submit a complaint (in Italian or English) to the Transport Regulation Authority regarding alleged infringements of the "Bus Regulations", relating to the rights and obligations of passengers in bus transport, through the same channels indicated in the previous period.

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## **22) Forfeiture in the event of death or injury to the Intermodal Passenger**

In the event of death or injury to the Intermodal Passenger occurring during the performance of rail transport, the Intermodal Passenger or his/her successor must notify ITALO of the accident within 12 months of becoming aware of the damage, under penalty of forfeiture of any right against ITALO. If the incident is reported verbally, ITALO will issue a certificate of such reporting.

Forfeiture is prevented if:

- a) within twelve months from the knowledge of the damage, the Intermodal Passenger or his/her successor has sent a complaint to ITALO or if ITALO has in any case become aware of the accident that occurred to the Intermodal Passenger;
- b) the accident has not been reported or has been reported late, for reasons not attributable to the Intermodal Passenger or his/her successor;
- c) the Intermodal Passenger or his/her successor proves that the accident is due to ITALO's fault.

In the event of death or injury of the Intermodal Passenger occurring during the performance of the bus transport, the Intermodal Passenger shall be entitled to compensation in accordance with the combined provisions of Article 7 of the "Bus Regulations" and the applicable national legislation.

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## **23) Prescription**

The right to compensation for damages for death or injury to Intermodal Passengers occurring during the performance of rail transport is time-barred:

- a) for the Intermodal Passenger in three years starting from the day following that of the accident;
- b) for other entitled persons within three years from the day following the death of the Intermodal Passenger, provided that this period does not exceed five years from the day following the day after the accident.

The other rights relating to rail transport deriving from the Intermodal Contract are time-barred in one year from the day of expiry of the validity of the Intermodal Ticket.

The statute of limitations is two years if it is a right to compensation for damage resulting from an act or omission of ITALO committed with the intent to cause the damage or recklessly and with the knowledge that such damage could have been avoided.

The right to compensation for damages for death or injury to Intermodal Passengers occurring during the performance of bus transport is time-barred within the terms provided for by the applicable national legislation.

#### **24) Modification of the General Conditions of Intermodal Transport**

ITALO may modify the General Conditions of Intermodal 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. The Intermodal Transport Services are governed by the General Conditions of Intermodal Transport in force at the time of their purchase, as accepted by the Intermodal Passenger.

#### **25) Applicable law**

These General Conditions of Intermodal Transport shall be governed by and interpreted in accordance with Italian laws.

**ANNEX I**



**Regularization of the ticket referred to in paragraph 8.1 (Ticketless)**

<b>Case studies</b>	<b>Types of qualifications transport</b>	<b>Criminal</b>
Regularization on board the train of the Ticketless	"Bordo" ticket	20% of the "Bordo" ticket

**Failure to regularise the ticket referred to in paragraph 8.2 (Irregular Passenger)**

<b>Case studies</b>	<b>Full penalty</b>	<b>Reduced penalty (payment within 30 days of the fine)</b>
Missed payment of amounts due on board the train with the obligation to get off at the first useful stop	200,00 €	130,00 €

**Regularisation for infringements referred to in paragraph 13.6 (Animals)**

<b>Case studies</b>	<b>Amount</b>
CASE 1: regularization on board due to the lack of the appropriate carrier referred to in Article 13 of the CGT-i	90,00 € VAT included
CASE 2: regularisation on board for non-use of the appropriate carrier referred to in Article 13 of the CGT-i	90,00 € VAT included
CASE 3: regularization on board for each individual appropriate carrier in excess, in addition to that allowed	90,00 € VAT included
CASE 4: regularization on board for non-payment of the amount due for paid commercial services provided for the transport of pets.	90,00 € VAT included

**Penalty for non-payment on board of the amounts provided for by way of regularisation referred to in paragraph 13.6 (Animals)**

<b>Case studies</b>	<b>Full penalty</b>	<b>Reduced penalty (payment within 30 days of the fine)</b>
CASE 1: penalty for failure to regularise on board due to the lack of the appropriate carrier referred to in Article 13 of the CGT-i	150,00 €	100,00 €
CASE 2: penalty for failure to regularise on board for failure to use the appropriate carrier referred to in Article 13 of the CGT-i	150,00 €	100,00 €
CASE 3: sanction for failure to regularise on board for each single carrier in excess of the permitted carrier	150,00 €	100,00 €
CASE 4: penalty for failure to regularise on board for non-payment of the amount due for paid commercial services provided for the transport of animals domestic companions.	150,00 €	100,00 €

**Penalty referred to in Article 14 (Baggage)**

<b>Case studies</b>	<b>Penal</b>
CASE 1: penalty on board the train for not conformity of baggage of which Article 14 of the CGT-i	10,00 €
CASE 2: penalty on board the train for not conformity of bicycle of which Article 14 of the CGT-i	10,00 €

**Penalty for non-payment of the penalty referred to in Article 13 (Baggage)**

<b>Case studies</b>	<b>Full penalty</b>	<b>Reduced penalty (payment within 30 days) days from the sanction)</b>
CASE 1: sanction for missed payment of penal for Not conformity of baggage of referred to in Article 13 of the CGT-i	200,00 €	50,00 € VAT included
CASE 2: sanction for missed Payment of penal for Non-conformities of bicycle of which Article 13 of the CGT-i	200,00 €	50,00 € VAT included