

## General Terms and Conditions SNCB EUROPE

### 1. Context

Insofar as the applicability conditions have been met or their applicability has been agreed upon on contractual grounds, international passenger railway transport is governed by the provisions set forth in:

- the Convention concerning International Carriage by Rail (COTIF) in the version of the Modification Protocol of 3 June 1999 inclusive of its appendices, including the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV), referred to hereinafter as the CIV;
- Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR), referred to hereinafter as Regulation 1371/2007;
- the national legislation.

Agreements pertaining to **international passenger transport** whereby the Belgian National Railway Company (SNCB – transport code 1088 -  acts as carrier or as vendor of the train ticket (travel ticket) are subject to the following conditions:

- the General Terms and Conditions of SNCB Europe (abbreviated to “B-EU”);
- the Special Terms and Conditions of SNCB Europe; and
- the specific data stated on the travel ticket.

Within SNCB, the Management of SNCB Europe (B-EU) has been assigned the duty to carry travellers on international transport. In this, Management acts simultaneously in the role of carrier and distributor.

The Management of SNCB Mobility (B-MO), in contrast, takes for its task the implementation of SNCB's policy with reference to the domestic transportation of passengers, and this in keeping with the context of the management agreement concluded with the State.

The General Terms and Conditions regulate the general issues concerning this contractual relationship between travellers / purchasers of the travel tickets and SNCB Europe.

The conditions that are applicable only to certain routes, train types, or sales offers are governed by the Special Transport Conditions.

### 2. Definitions

The wording in the General and Special Terms and Conditions shall be interpreted conform to the meaning that is given to it by the Convention concerning International Carriage by Rail (COTIF) in the version of the Modification Protocol of 3 June 1999 inclusive of its appendices, Regulation (EC) No 1371/2007 of the European

Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations and the Belgian law.

### 3. Availability

The conditions of B-EU can be consulted on the SNCB website ([www.SNCB.be](http://www.SNCB.be)) and at the staffed SNCB ticket counters where international travel tickets are being sold (e.g., Travel Center SNCB-Europe or mixed wickets inside the train stations).

### 4. Scope of Applicability

The General Terms and Conditions apply to the legal relationship between:

- a. SNCB and the traveller with reference to a transport of rail passengers conducted/to be conducted by SNCB, either for payment of a fee or for free, when the location of departure and the location of the destination are situated in two different States.
- b. SNCB and the purchaser of a travel ticket when SNCB acts purely as the vendor of the travel ticket and contracts a transport agreement in the name and for the account of another railway operator.  
The transport agreement contracted by SNCB shall be subject to the transport conditions of the railway operator in whose name and for whose account the transport agreement has been concluded.

The General Terms and Conditions shall not be applicable to the trans-border traffic to which the General and/or Special Terms and Conditions of B-MO have been declared of application.

The applicability of the General Terms and Conditions shall be in force irrespective of the place of domicile, company seat, or the nationality of the parties involved in the transaction in casu.

### 5. Advance Cognizance and Acceptance

Making use of a transport provided by SNCB and completion of the entire purchasing procedure of a travel ticket implies, on the part of a traveller/purchaser of said ticket, acknowledgement of the possibility to acquire advance cognizance and of acceptance of the conditions established by B-EU.

### 6. Principle of Separate Contracts

- a. In the event that SNCB, together with other railway operators, is participating in the implementation of a transport, SNCB shall, with respect to any and all rights and obligations resulting therefrom, vis-à-vis the travellers be solely liable for the (section) of the route that was travelled under its management and supervision, and this irrespective of the fact that the traveller may hold one or several travel tickets, of the location where the transport agreements were concluded, of the manner in which they were concluded, or of the carrier by which they are being conveyed.

One travel ticket may hence entail one or several transport agreements, depending on the number of carriers stated on the said ticket.

The railway operators participating in the implementation of the transport agreement are being identified by means of a code consisting of 4 digits that can be consulted on the CIT-rail website (<http://www.cit-rail.org>) or at the staffed counters of SNCB where international travel tickets are being sold (e.g., Travel Center SNCB-Europe or mixed wickets inside the train stations).

Several travel tickets are indicative of the existence of several transport agreements.

- b. SNCB likewise applies the principle of separate contracts for what concerns the division between B-EU and MO, such as in the case of the travel ticket “All Belgian Stations”.

SNCB applies a division between its activities conducted in implementation of its public contract and outside of it, in other words, for what concerns the implementation of transport agreements under the remit of B-MO and B-EU.

Transport agreements that fall within the competence of the B-EU shall, for what concerns the applicable conditions and all consequences resulting therefrom, be regarded as legally separate and independent from transport agreements under the competence of the B-MO, though they be carried out sequentially or set forth on one single travel ticket, such as the product “All Belgian Stations”.

## 7. Transport Agreement

On the basis of a transport agreement concluded with its services, SNCB undertakes, against payment of a travel ticket, to transport the traveller, as well as, case pertaining, his (carry-on) luggage, accompanying children, bicycle, and pets in keeping with the conditions and according to the travel schedules and within the period of validity of the travel ticket, and this from the location of departure stated on the said ticket to the place of destination as identified on the same ticket.

### a) Ticket Price

Barring provisions in the Special Terms and Conditions to the contrary, the price of the travel ticket shall be paid in advance in Euro currency.

The Special Terms and Conditions determine if and under what conditions price discounts may be allowed, (e.g., for children, groups...).

Unless otherwise stated in the Special Transport Conditions, the traveller shall not be entitled to a discount after he has purchased his travel ticket.

## b) Travel Ticket

The transport agreement is stated on one or several travel tickets that are handed to the traveller. The travel ticket may be issued in the conventional paper form or in an electronic form.

A travel ticket constitutes, unless stated otherwise, complete evidence of the conclusion and the content of the transport agreement.

It is the responsibility of the traveller to verify at the time of receipt of the travel ticket that the latter fully corresponds to his requirements.

## c) Purchasing Costs

SNCB sells international travel tickets over the phone via the SNCB Europe Contact Center (070-number), via the Internet on the SNCB website ([www.SNCB-europe.com](http://www.SNCB-europe.com)), and at a number of staffed station counters.

With the purchase of international train tickets via the SNCB Europe Contact Center and at station counters, SNCB charges an administrative fee. The extent of such administrative costs depends on the type of train for which the ticket is purchased. These administrative costs are non-refundable.

## d) Validity

The Special Transport Conditions determine whether the traveller himself needs to activate his travel ticket prior to boarding in order to make it valid.

The Special Terms and Conditions determine the term of validity of the travel tickets.

Travel tickets shall be invalid:

- in the absence of confirmations that have to be filled in by the traveller,
- when they have not been validated as required under the terms of the Special Transport Conditions,
- when they have been changed after their issuance,
- when they have been falsified
- when they have been damaged to the extent as to make inspection of them impossible.

When the electronic data or the security certification on the electronic travel tickets have become illegible, the traveller shall be required to purchase a new ticket. When SNCB is the ticket vendor, the traveller may wish to contact the latter to seek a solution or to receive a refund in case SNCB can be held liable for the technical problems. Future use of systems that provide electronic travel tickets and print-out functions may be denied to travellers that abuse these conveniences.

## e) Possession and Inspection

It is incumbent on the traveller to be in possession of a valid travel ticket prior to, and during, his journey, as well as on his leaving the station.

It is incumbent on the traveller, at the first simple request by the railroad employee properly authorized for that purpose, to prove that he is entitled to the transport service – and this by providing his travel ticket for inspection.

The traveller holding a special travel ticket (e.g., that may have been issued in the name of the traveller or at a discount rate) needs to be able to prove his identity and to demonstrate that he is fully entitled to the travel ticket in casu in keeping with the Special Transport Conditions.

Without prejudice to the right to indemnity, SNCB shall be entitled to bar the traveller from using any of its services, to refuse him admittance to facilities, and, case pertaining, to deny him all future transport conveniences in the event that the traveller should be unable to prove by means of a valid travel ticket that he is entitled to the said transport services.

The Special Terms and Conditions determine if and how the traveller may normalize his situation in order to enable him to start or continue his trip.

Railroad personnel properly authorized for that purpose shall be entitled to take possession of travel tickets for further inspection. In such instances, the traveller shall be given a receipt and, case pertaining, a replacement travel ticket.

The traveller not in possession of a valid travel ticket may be held liable for the payment of a penalty, in addition to the price of the travel ticket.

f) Reservations, Class, Seating, and Boarding Time

A travel ticket offers the traveller right to transport in the Class stated on the ticket and, case pertaining, to a specific seat specially reserved in advance by the traveller.

The Special Transport Conditions determine whether reservations are optional or mandatory.

The Special Transport Conditions provide if and under what conditions seating in a different Class can be offered.

The traveller is required to occupy his reserved seat within 15 minutes after departure of the train on penalty of losing his claim to this reserved seating.

Seats reserved for individuals with impaired mobility or for families with children, however, must invariably be kept available for their use, irrespective of this 15-minute time restriction.

The traveller shall be entitled to occupy only one seat.

Unless determined otherwise in the Special Terms and Conditions, the travellers shall board the train at least 2 minutes prior to its scheduled departure. Travellers that by their late arrival threaten to delay the punctual departure of the train may be denied boarding, and this without their being entitled to claim any indemnification.

g) Transferability and Resale

Travel tickets that have not been written up in the traveller's name are transferable as long as the journey has not started, on condition that the traveller who takes over the travel ticket is eligible for the rate at which the travel ticket was initially sold to the originally purchaser.

The trading of travel tickets by individuals that have not received explicit permission to do so is prohibited.

h) Refunds and Exchanges

The Special Terms and Conditions determine the conditions for the take-back and the exchange of travel tickets, for refunding the ticket price (barring the cases of refund or of compensation caused by the cancellation or delays of trains – see infra article 10) – as well as costs charged in such instances.

An exchange signals the termination of the original transport agreement and initiates the conclusion of a new agreement.

Take-backs, exchanges, and refunds may be denied when, in SNCB's reasonable opinion, denial is justified, for example in case of fraud or instances of damage deliberately caused to make the text on the travel ticket illegible.

Refunds shall be paid via the same method by which the travel ticket was paid, or in the form of a credit voucher.

i) Loss or Theft

Lost or stolen travel tickets will not be replaced or refunded.

j) Interruptions and Resumption of Travel

Unless determined otherwise under the terms of the Special Transport Conditions, the traveller shall not be entitled to interrupt and resume his travel plans at his own preference or convenience.

8. Children, (Carry-on)Luggage, Pets, Bicycles, and Conveyances

a) Children

SNCB does not itself provide for services to accompany and supervise children during trips.

Unless the Special Transport Conditions determine otherwise, SNCB does not transport unaccompanied children below the age of 12.

The Special Terms and Conditions determine if, and under what conditions and circumstances, children are allowed to accompany a paying travelling adult passenger either for free or at a reduced price.

The accompaniment and supervision of children under the age of 12 must be ensured, and assured, by an adult traveller during the entire journey.

b) Carry-on Luggage

The traveller shall be allowed to bring carry-on luggage inside the coach to serve him during his trip.

Such carry-on luggage must in all cases be easy to handle and be readily stowed in baggage space reserved especially for that purpose. It must under no circumstance impede the comfort of other passengers, or railroad personnel in the execution of their tasks, and not cause damage or be a nuisance to, for instance, other passengers, to their possessions or to the facilities inside the coaches.

The Special Terms and Conditions identify the specific requirements which the carry-on luggage must satisfy in order to meet the qualifications to be taken on board the train with the traveller.

It shall be the responsibility of the traveller to keep close watch on his carry-on luggage. SNCB cannot be held liable for loss and/or theft of this luggage, or for damage caused to it by third parties, or for any damage caused by the luggage to third parties.

c) Pets, Bicycles, Luggage.

The Special Terms and Conditions determine if and under what circumstances and conditions pets, bicycles, and luggage may be carried along and/or transported with the traveller.

d) Damage to, Loss and Delayed Delivery of (Carry-on)Luggage, Pets, Bicycles, and Conveyances

SNCB can be held liable only for damage to, loss or delayed delivery of (carry-on)luggage, pets, bicycles, and conveyances in instances explicitly provided under the terms of the CIV.

SNCB shall not indemnify any other damage claims or pay out any amounts in excess of those explicitly listed in the CIV.

In the event SNCB should be held liable for the total or partial loss of, or damage to, auxiliary mobility apparatus or other special auxiliary aids that serve handicapped individuals or persons with impaired mobility, there shall be no financial limit.

9. Safety on the Train during Boarding and Exiting the Coaches.

a) Responsibility for one's Personal Safety

In the first place, it shall be incumbent on the traveller himself to assure his own safety. This implies that the traveller shall in the course of the implementation of the transport agreement conduct himself in the same manner as any other careful and conscientious individual may be expected to behave under identical conditions.

By way of example, the traveller shall:

- refrain from boarding or exiting the train:
  - when it has not yet come to complete stop,
  - during the opening or closing of the doors,
  - at any place other than the train platforms unless expressly requested to do so by a competent railroad employee
  - via any entrance or exit doors other than those specifically designated for such purpose, unless expressly requested to do so by a competent railroad employee;
- refrain from boarding after the whistle or when prohibited to do so by a competent railroad employee (for instance, because of non-abidance by the established boarding time);
- shall as quickly as possible following boarding occupy a free seat inside the Class as stated on his travel ticket or, case pertaining, occupy the seat that has been reserved for him,
- maintain a stable position and hold on to fixed elements inside the coach for as long as the train has not come to a full stop, when he has to keep standing or walks around in the train, as well as in the process of boarding and exiting. In any event, the traveller shall move about the train aisles and passages at his own risk;
- not lean out of the train windows;
- stow his baggage in a safe and secure manner inside the space reserved for that purpose, conform to the provisions stated in the transport conditions.

b) Prohibited Actions

Irrespective of the application of the RD of 20 December 2007 concerning the regulations of the Railway Police, a traveller shall not be permitted – by way of example:

- to access sections of railway coaches that, in keeping with regulations, locally posted notices, or by order of authorized railroad personnel to that effect, are declared out of bounds to the general public;

- to endanger by his actions or his negligence the safety of the transport, the other travellers, the collaborators of the railroad operators in casu, the infrastructure manager or any other railroad enterprises, or to impede, hinder, or endanger, in an unacceptable manner, the normal and safe operations of the transport or inconvenience the afore-mentioned parties;
- to cause damage to, abuse or misuse, a travel ticket, a transportation conveyance, a transportation facility (e.g., an emergency brake, emergency button, emergency exit, a door, window, ventilation system, alarm, security system, protection system, ...) or the infrastructure, or to use same at a time when it is not available for use, or to use it in any manner or for any purpose other than the one for which it was designed;
- to throw objects of any type out of the windows of the train's coaches;
- to ignore commands, directions, instructions from collaborators, appointees, or assistants in the employ of SNCB, the infrastructure manager, other railroad operators, customs officers, and sundry other authorities;
- to smoke in the No-Smoking areas and sections, even should co-passengers voice no objections;
- to offer goods or services for sale or to collect money inside the coaches, barring prior written permission to do so;
- to move about inside the coaches on a bike, on roller skates, on a skateboard, scooter or some other (motorized) conveyance / mobile device that cannot be considered to be an auxiliary aid to assist an individual with impaired mobility or a handicapped person;
- to disturb or prevent, in any manner whatsoever, the safe and orderly operation of the railway services;
- to be in possession of prohibited articles.

c) Rejection of Travellers

Shall not be allowed to board, or may be removed from, the train in the course of the journey:

- a traveller whose public behaviour is objectionable or who refuses to abide by the legal provisions, the rules and stipulations laid down by SNCB in its Transport Conditions.
- a traveller who, because of his condition or his behaviour, may cause inconvenience and distress to his co-passengers, for instance through inebriation, drug-use, or illness.

In such events, the traveller in casu shall not be entitled to a refund of his travel ticket.

d) Prohibited Items

The traveller shall be prohibited from bringing the following items on board the train or have possession of them on his person:

- hazardous goods in the sense of the Regulation concerning the International Transport of Hazardous Goods (RID – Appendix C to the COTIF) or goods that otherwise, by reason of their (chemical) properties, may constitute a hazard to the health and safety of passengers and/or to the proper operation of the railroad;
- (fire)arms, ammunition, other weapons such as antique weapons, swords, knives (except for what is legally permissible), weapons for thrusting and slashing;
- items whose transport is prohibited under the applicable legal or regulatory provisions of a State that is the provenance, transit point, or destination of the journey;
- other items that, in the reasonable assessment of SNCB, are objects that for reason of their mass, weight, dimensions, shape, odour, nature, composition, or usage, are deemed unsuitable to be handled in the manner prescribed by SNCB and might or could pose a hindrance to, or inconvenience, other travellers.

e) Exclusion of Items.

SNCB shall refuse to transport prohibited items or passengers that are in possession of such items.

In such instances, SNCB shall neither refund the travel ticket nor consider payment of any compensation or indemnity.

f) Lost Objects

In case of objects lost on board the train, the traveller needs to report his loss without delay to the competent train personnel. He shall be given all useful and needed instructions as to what procedures to follow for their recovery.

g) Found Objects

Found objects need to be reported directly to the SNCB personnel. SNCB shall be entitled, without any other supervisory control, to inspect carry-on luggage, including their content, and remove suspect items from the train and destroy them when SNCB or the authorities consider this necessary to safeguard the transport or the passengers.

## 10. Delays and Cancellation

In the event of cancellation of a train or of delay, SNCB shall only in the following instances engage in subsequent measures and/or make provisions for compensation.

### a) Refund or Transport via an Alternative Route

In the event that a train operated by SNCB should be taken out of service, or when, in the objective opinion of SNCB based on experience, it appears likely that the train in casu will reach its destination as stated on the train ticket with a delay exceeding 60 minutes, passengers shall be given a choice between:

- \* refund of the total price of the travel ticket, according to the conditions at which it was paid for, and this for the uncompleted sections of their trip, and for the already completed sections in case the journey has lost any further purpose as initially planned and envisaged by the passenger, combined with, insofar as such is relevant, return train service to the original point of departure, and this at the earliest opportunity.
- \* continuation of the journey by train to the final destination along the usual, or another, route, under similar transport conditions and circumstances, at the earliest opportunity and at the latest within 48 hours.

The traveller shall be entitled to return to his point of departure or to continue the journey under comparable transport conditions and circumstances as provided for the originally planned trip. The phrase 'under comparable transport conditions and circumstances' needs to be interpreted as the entitlement to, and assurance of, the same degree of accessibility, e.g., with respect to conveniences for wheelchair users.

In the event the traveller decides to opt for a different type of train (e.g., a train with mandatory reservations), he shall be expected to pay the total ticket price, seeing that the transport conditions and circumstances have now changed.

The right of return to the point of departure or continuation of the journey shall not prejudice the reservation requirement, case pertaining, for the traveller before he can be allowed to travel on a given type of train.

The return to the point of departure or the continuation of the journey shall only be possible via the carriers that are party to the execution of the transport agreement.

In the event that, with respect to a certain type of train, aside from the refund of the travel ticket, additional compensation or alternative transportation possibilities are offered, this shall be so stated in the Special Terms and Conditions; if such a provision is not stated, the traveller shall not be entitled to such accommodation(s).

The above-mentioned right to choose between the refund of the travel ticket and the continuation of the journey shall be assured by SNCB, irrespective of the question whether or not SNCB can be held liable for the delay.

b) Compensation based on the Price of the Travel Ticket

In the event that the traveller does not claim a refund of the travel costs for the international journey or for the section of the journey that has not been completed as provided for in article 10, a) of the present conditions, and SNCB, as transporter on that section of the journey, is responsible for the delay / cancellation of the train service, SNCB shall pay compensation as follows:

- \* in case the delay amounts to less than 60 minutes: no compensation,
- \* in case the delay amounts to 60 minutes or longer: 25% of the travel cost,
- \* in case the delay amounts to 120 minutes or longer: 50% of the travel cost.

In case, with reference to a certain train type, a higher compensation is provided for, this shall be so stated in the Special Terms and Conditions.

Travellers in possession of a travel pass or a travel subscription that are repeatedly incommoded by delays or cancellations of trains during the terms of validity, may seek fitting compensation if such is provided for in the Special Terms and Conditions. The Special Terms and Conditions will, case pertaining, with reference to the delays establish the specific modalities for the calculation of the amount of compensation.

SNCB shall not indemnify any consequential loss and/or damage (e.g., damage consequent upon the missing of flights, loss of (business)opportunities, etc., ...).

SNCB shall not refund the price of the travel ticket when it cannot, as carrier, be held liable (see infra) for the interruption of the train traffic in casu.

11. Assistance to the Travellers.

With reference to the principles described in this article, the term 'Carrier' means the 'Carrier charged with rendering Assistance', this being the transporter who, conform to the indications on the travel ticket, at the time and location when and where the traveller experiences a delay or is prevented from continuing his journey, has the obligation to execute the transportation irrespective of the fact whether or not said carrier can also, in effect, himself be held liable for the delay.

a) Assistance on Location

In the event of a train's delay for which SNCB acts as the carrier, either with respect to arrival or departure, SNCB shall keep the traveller informed about the situation, e.g., the expected time of departure or arrival, as soon as such information becomes available.

In the event of delays exceeding 60 minutes of a train operated by SNCB as carrier, the passengers may be offered, free of charge:

- \* 1) meals and refreshments appropriate to the length of the delay, in case these are available in the train or in the station, or can be delivered without unreasonable inconvenience;
- \* 2) stay at a hotel or some other lodging, and transportation between the train station and the location of the said accommodation in instances where one or more overnight stays or extended lodging become necessary, insofar as, and if, such service is physically feasible;
- \* 3) in case the train's progress is blocked by obstructions on the line, transportation from the stalled train to the train station, to the alternative point of departure, or to the scheduled final destination, insofar as, and if, such is physically feasible.

b) Informing Individuals awaiting Arrival of the Travellers and the Refunding of Reasonable Accommodation Expenses

The traveller, who as a result of a cancelled train is prevented from continuing his journey on the same day in keeping with the transport agreement, or when the continuation of the journey on the same day cannot reasonably be contemplated given the prevailing circumstances at the time, may expect a refund of reasonable expenses for his overnight stay (hotel or some other lodging), plus the expenses related to providing information of the delay to the individuals that are awaiting his arrival.

SNCB shall refund such reasonable accommodation expenses (hotel or some other lodging) only when SNCB itself cannot offer travellers reasonable accommodations.

SNCB shall not indemnify any other type of loss and/or damage.

c) Alternative Transportation

In the event that the train service can no longer be provided as scheduled, or when SNCB, in its objective opinion based on experience, deems it necessary, it can, to the degree possible, offer alternative transportation (e.g., other SNCB trains, bus, subway, taxi).

This offer of possible alternative transportation does not, however, preclude the traveller's recourse to the above-mentioned possibility for refund of the travel cost for the uncompleted section(s) of the journey, and for the already completed sections in instances where the journey has lost all further purpose as initially planned and envisaged by the passenger, insofar as the conditions to that effect have been met.

His making use of the alternative transport offered by SNCB shall not, however, preclude the traveller from claiming the compensation provided for in the present conditions in the event of a delay of 60 minutes or more.

In case the traveller decides not to take recourse to the alternatives offered by SNCB, this shall not entitle him to claim any other form of compensation.

## 12. Carrier Liability in the event of a Traveller's Death or Injury.

### a) Principle

§1 SNCB shall be responsible for the actions of its personnel and of the third parties it employs during transportation.

Nonetheless, when SNCB personnel, at the passenger's request, provides services that are not part of the SNCB's remit, this personnel shall be deemed to act for the account of the traveller who requests the performance of said extra services.

§2 SNCB shall be liable for accidents sustained by travellers unless it can provide evidence that these accidents have been caused by a *force majeure* situation or by an extraneous occurrence that cannot be attributed to it.

§3 In the event a traveller is killed or injured in the course of a transport executed by SNCB, and SNCB, in its capacity of carrier, is held liable, it shall indemnify no loss and/or damage claims other than those specified in articles 27 and 28 of the CIV.

### b) Physical injury

§1. In the event of a traveller's death or injury, SNCB shall compensate the traveller or his dependents, case pertaining, for an amount deemed a fitting advance to cover immediate financial needs.

The sum of this advance payment shall amount to at least EUR 21,000 per passenger in the event of death. In the case of injury, the amount of the advance shall be in keeping with relevant and reasonable costs required to alleviate the immediate economic needs, which amount shall be proportionate to the severity of the injury sustained but not exceeding EUR 21,000 per traveller.

§2. Such advance payments do not imply acknowledgement of liability on SNCB's part. They may be calculated as part of the eventual compensation that will be paid out in the future. The advance payment may be reclaimed in cases where the loss or the damage was caused by the passenger's wilful intent or negligence or when the beneficiary proved not to be entitled to receipt of the payment in casu.

§3. Insofar as it is compatible with the protection of its interests, SNCB – while itself rejecting all responsibility and liability – shall offer support with the submission of the claims for damage against third parties, and this at the traveller's request (whereby it shall, for instance, if so needed, pass on documentation, offer insight into investigative reports, and provide reports ...).

§4. SNCB shall, however, be exonerated from this liability:

- a) in the event that the accident was caused by circumstances unrelated to the operations of the railroad company, and which the carrier, in spite of his exercise of all due caution and prudence as demanded by the circumstances in casu, could not avoid and the consequences whereof he could not prevent;
- b) insofar as the cause of the accident can be attributed to the traveller;
- c) in case the accident is attributable to the conduct of a third party, which the carrier, in spite of his caution and prudence as demanded under the circumstances in casu, was unable to avoid and the consequences whereof he could not prevent.

c) Material Damage

§1. In the event of a passenger's death or injury, SNCB shall furthermore be liable for the loss and damage resulting from the total or partial loss of, or damage to, items and objects that the individual carried on his person and that accompanied him as carry-on luggage; this is likewise of application to pets that accompanied the traveller, and this in the amount of maximum 1.400 monetary value units per traveller.

By analogy, however, SNCB shall be discharged from that obligation in the cases as provided for in article 12, b) of the present conditions.

§2. For the rest, SNCB shall be liable only for damage resulting from total or partial loss of items, carry-on luggage, or pets, the supervision of which is the traveller's obligation in keeping with article 8 of the present conditions, in case this damage has been caused through an error on the part of SNCB.

13. Liability for the transport of bicycles/ tandems.

a) Principle

§1. To the extent that the Special Terms and Conditions allow the transport of bicycles / tandems on board a train in specially designated areas that in the course of the actual transport are not accessible to other passengers, SNCB shall be liable for the damage resulting from the loss of such bicycles / tandems, as well as for the damage caused in the course of the transport following the loading and prior to the unloading of the items.

§2. SNCB shall be exonerated from this liability in cases where the loss or the damage in casu has been caused by one of the following occurrences:

- a) the bicycle / tandem did demonstrate defects or clear evidence of damage already prior to loading;
- b) the damage or the loss of the bicycle / tandem results from the fact that the traveller carelessly loaded, unloaded, or transferred it;
- c) in general, an error committed by the traveller, an instruction given by the latter that is not a consequence of an error on the part of SNCB, a defect specific to the bicycle / tandem, or circumstances that SNCB could not avoid and the consequences of which it could not have foreseen.

§3. It shall be incumbent on SNCB to prove that the loss or the damage has been caused by one of the facts stated in §2.

b) Amount of the indemnity in case of damage to bicycles / tandems

Barring Special Terms and Conditions to the contrary, and in case SNCB, conform to this transport condition, can be held liable for the damage to the bicycles / tandems, such damage shall be calculated on the basis of the value of these items, valid at the location where and at the time when the items were accepted for transport (that is to say, the purchase price reduced by 20% depreciation per annum).

In case the indemnity cannot be established conform to the preceding paragraph, this compensation shall amount to maximum EUR 60.

a) Amount of the indemnity in case of damage to bicycles / tandems

In the event of damage to the items, it shall be incumbent on SNCB to pay the amount of the thus resulting value depreciation, without any further compensation. The compensation cannot, however, exceed the amount of the indemnity in the case of loss of the item(s).

14. Modalities concerning the Carrier's Liability in the event of Delay / Cancellation, and Missed Connections.

a) Principle

§1. In the event of delay / cancellation of a train and a missed connection, the traveller shall be entitled to a compensation such as is provided for under the conditions stated in article 10 of the present conditions.

§2. Notwithstanding the above, no compensation shall be owed to a passenger who travels without a (valid) ticket or to a traveller who had been denied access to the transport and illegally boarded the train.

b) Proof of Cancellation of a Train or of Delay

The onus to prove an eventual cancellation or delay, case pertaining, shall rest on the traveller.

On request from the traveller, the railroad personnel on the train or any other competent employee shall confirm the delay.

c) Submitting an Application for a Refund of Payment of Compensation

The traveller needs to submit his claim for refund of the travel costs or the reasonable costs for accommodation (inclusive of the required transfers) or for payment of a compensation for reason of a delay, also when the carrier has confirmed the delay.

The concrete form by which a given claim or complaint is to be submitted can be consulted on the SNCB's website ([www.SNCB.be](http://www.SNCB.be)) or at the counters of Belgian train stations that sell and/or provide international travel tickets.

In case a claim or a complaint is submitted via the ticket counter or by regular mail, the traveller invariably needs to include the original ticket and keep a copy of it until the claim or complaint has been duly settled.

In case the claim or complaint is submitted online, a scan of the travel ticket needs to be attached and the original ticket kept until the issue has been duly settled. In case of doubt, or at the request from another railroad operator, SNCB may ask that the traveller also submit the original travel ticket.

It is specified infra to what department the application for refund or for compensation should be submitted.

d) Modalities governing Refunds and Payment of Compensations.

The compensation for the delay shall be calculated on the basis of the transport price that can be ascribed to the portion of the journey on the delayed train. When this portion of the transport price is not specifically stated on the travel ticket, the transport price related to that particular section of the journey will be adopted as the reference.

In case SNCB functions only as the vendor of the travel ticket or either does not, or does only in part, participate as carrier in the transport in casu, the compensation rules of the carrier who, conform to the travel ticket, has executed / had to execute the transport on that section of the route where the problem occurred, shall apply, taking into account any possible exemptions and exceptions that on the basis of Regulation 1371/2007 have been granted to the carriers.

The price for the transport on which the refunds and compensations are based is inclusive of additional costs (such as reservation costs or surcharges), but exclusive of service costs.

SNCB may pay refunds and compensations in the form of vouchers. The Special Terms and Conditions establish the term of validity and the modalities pertaining to the use of such vouchers. At the traveller's request, the carrier shall pay refunds and compensations in legal tender in a form that shall be determined by the latter, such as via a bank transfer, by cheque, or in cash repayment.

Refunds and compensations shall be processed by the competent department within one month following submission of the claim.

In principle, amounts under EUR 4 are not paid out.

Costs incurred for financial transactions shall be assumed by the carrier.

e) Exoneration from Liability.

SNCB shall in its capacity of carrier not be held liable for cancellations of a train service, the occurrence of delays, or for the non-continuation of the journey on the same day, in case the traveller was informed of such possible delays prior to the purchase of his travel ticket.

Likewise, SNCB shall in its capacity of carrier not be held liable when the cancellations, the delays, or the non-continuation of the journey on the same day are caused by:

- \* circumstances beyond the scope of the railroad operations, which SNCB, in spite of all due care and prudence as demanded under the circumstances, could not have avoided and the consequences of which it could not prevent;
- \* fault on the part of the traveller;
- \* the conduct of third parties that SNCB, in spite of all due care and prudence as demanded under the circumstances, could not avoid and the consequences of which it could not prevent.

SNCB, in its capacity of vendor of travel tickets, shall only be liable in case of wilful misconduct or a grave error on its part, on the part of its representatives or mandataries, and in the event of its failure to remain in compliance with one of its essential obligations.

#### 15. Submission of Complaints and Disputes.

##### a) SNCB as Carrier

The CIV establishes in what instances and in what manner (legal) claims can be submitted to / versus SNCB in its capacity as carrier.

##### b) SNCB as Vendor of the Travel Ticket

In cases where SNCB has acted purely as vendor of the travel ticket, and with reference to the transport agreements that it has concluded in the name and for the account of another carrier, only the following complaints can be submitted to its attention:

- \* complaints concerning the traveller's inability to continue his journey on the same day. In that case, SNCB shall confirm receipt of the complaint to the customer, with the notice that the complaint in casu will be passed on to the liable carrier. It shall be incumbent on the liable carrier to investigate the complaint, inform the customer of his conclusions and, case pertaining, pay out any possible compensation.
- \* complaints concerning delays and train cancellations that did not result in the non-continuation of the journey on the same day. In this case, SNCB shall confirm receipt of the complaint to the customer, investigate the complaint,

inform the customer of its conclusions and, case pertaining, pay out any possible compensation.

#### 16. Handicapped Persons and Individuals of Impaired Mobility

Information concerning accessibility of the railway facilities and services and access to the railroad's rolling stock can be consulted on the SNCB website ([www.SNCB.be](http://www.SNCB.be)) or be provided at the counters inside Belgian stations that issue international travel tickets.

#### 17. Contact Data regarding National Rights and Obligations of Rail Passengers in Regulation 1371/2007

B-EU informs its passengers about their rights and obligations forthflowing from Regulation 1371/2007 via its website ([www.SNCB.be](http://www.SNCB.be)), at SNCB counters where international travel tickets are being sold, and by means of info brochures that are made available inside the stations.

Complaints about the implementation of Regulation 1371/2007 by SNCB may be addressed to:

SNCB Europe  
Customer relations  
B-EU 024– section 13/6  
Avenue de la Porte de Hal 40  
B – 1060 Brussels.

Additional information concerning the rights and obligations of rail passengers, forthflowing from Regulation 1371/2007 or – when the response given by B-EU is considered inadequate - complaints about their implementation by SNCB may be addressed to:

FOD Mobiliteit en Vervoer  
Passagiersrechten Spoor  
Vooruitganstraat 56  
B-1210 Brussels  
e-mail: [PRS.DPF@mobiliteit.fgov.be](mailto:PRS.DPF@mobiliteit.fgov.be)  
fax: + 32 (0)2 277 40 74

#### 18. Personal Data and Privacy Protection

SNCB shall be entitled to request certain personal data. This information is to be used in the computerized data processing by SNCB, Avenue de la Porte de Hal 40, 1060 Brussels. They enable SNCB to process your questions, serve SNCB in its ongoing endeavours to improve its services and adapt them to the needs of its customers.

SNCB shall be entitled to use the data provided to it for the conduct of market studies or for product development. Barring explicit written refusal, to be addressed to the proper officer in charge of data processing, SNCB shall be entitled to release these personal data for legal purposes to third parties. On request, SNCB shall be

entitled to send out commercial information, as well as information about its current and future service or product offers and invite parties to participate in studies that SNCB, or third parties acting on commission from SNCB, may be conducting. The customer invariably shall retain his right of access to, as well as correction and deletion of, his personal data. A letter or e-mail to that effect, addressed to the above-mentioned address, suffices. This department can likewise be contacted whenever the customer no longer wishes to receive information about service or product offers by SNCB.

#### 19. Applicable Law – Competent Jurisdiction

The transport agreements concluded with SNCB shall be governed by Belgian law.

Belgian law shall likewise govern the legal relationship between SNCB as merely the vendor of travel tickets and the purchasers of those tickets.

The Belgian Courts shall possess the exclusive jurisdiction to entertain any disputes.