

# Terms & Conditions of Travel for Resplus Journeys

## 1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions of Travel for Resplus journeys are common for all transport operators participating in the Resplus partnership ("**Resplus partnership companies**") and they govern the "Arrival Guarantee" (Kom-Fram-Garantin) and related matters.

1.2 Additional terms and conditions for the journey are available in the terms and conditions of travel provided by the respective transport operator performing the journey.

1.3 There are also conditions laid down in laws, regulations or other statutes that pertain to journeys. To the extent that the provisions contained in these Terms & Conditions of Travel are inconsistent with the terms and conditions established by laws, regulations or other statutes, passengers are always entitled to the rights and obligations specified in laws, regulations or other statutes.

1.4 These Terms & Conditions of Travel for Resplus journeys come into effect on 7th June, 2023, and are thus valid for all Resplus services performed from that date.

## 2. RESPLUS JOURNEYS AND RESPLUS TICKETS

2.1 A Resplus journey is a journey performed by a Resplus partnership company, combined with a similar journey with one or several other Resplus partnership companies, for which a ticket labeled Resplus, which is non-periodic, has been issued for the above combination of journeys. Such a ticket, a Resplus ticket, is valid for a Resplus journey.

2.2 A Resplus journey also exists if a combination journey that takes place with the support of a period ticket (e.g. an annual travelcard) bearing the Resplus designation is made in a single, immediate context and with reasonable transfer times. Such a ticket, also known as a Resplus ticket, is valid for several Resplus journeys.

## 3. ARRIVAL GUARANTEE

3.1 The Arrival Guarantee is applicable in case of service disruptions that result in a missed connection during a Resplus journey.

3.2 The Arrival Guarantee means that the Resplus partnership company operating the affected leg of the journey that causes the passenger to miss a connection (the "**Carrying Resplus partnership company**") shall take care

of the passenger during the journey and guarantee that the passenger has the opportunity to continue their journey to the final destination as soon as possible. If a service disruption results in a delay but not a missed connection, the terms and conditions of travel provided by the respective transport operator conducting the journey shall apply.

The Arrival Guarantee entails that the Carrying Resplus partnership company is responsible for offering the following:

a) Suggest and arrange alternatives for rebooking as soon as possible or at a later date chosen by the passenger. The Carrying Resplus partnership company does not have a general obligation to offer taxi services. If the Carrying Resplus partnership company does not provide rebooking within 100 minutes from the scheduled departure time of the missed connection, the passenger has the right to purchase a new train or bus ticket. In such cases, the Carrying Resplus partnership company shall reimburse the passenger for necessary, appropriate, and reasonable expenses incurred by the passenger.

b) If overnight accommodation becomes necessary, the Carrying Resplus partnership company shall offer this accommodation and provide transport to the lodging location. If it is not possible for the Carrying Resplus partnership company to arrange accommodation, the passenger may book accommodation themselves, which will be reimbursed by the Carrying Resplus partnership company upon presentation of a receipt, provided that the amount is reasonable. Accommodation is not offered, nor reimbursed, if the passenger chooses to cancel their Resplus journey.

c) If possible, food and beverages shall be offered in relation to the waiting time if the missed connection can be assumed to result in a delay of more than 60 minutes. If the Carrying Resplus partnership company is unable to provide food and beverages themselves, the passenger may make reasonable expenditures which will be reimbursed by the Carrying Resplus partnership company upon presentation of a receipt.

3.3 The Arrival Guarantee does not apply in case of errors or negligence on the part of the passenger, such as when the passenger misses the departure time of the transport, boards the wrong vehicle, or fails to disembark at their transfer point or final destination.

3.4 The Resplus partnership company is responsible for adhering to the Arrival Guarantee. If the passenger chooses to contact the Resplus partnership company, they should first contact the transport staff on board the mode of transport or at the interchange of the Carrying Resplus partnership company. If transport staff members are unavailable, the passenger should seek assistance by contacting the Carrying Resplus partnership company at the stated address or through its customer service function.

#### 4. REFUND OF TICKET FARE IN CONNECTION WITH THE ARRIVAL GUARANTEE

4.1 The refund liability may apply to all or part of the ticket fare. For passengers traveling with a valid period ticket, the refund amount constitutes a proportional portion of the price for the period ticket. Refunds shall be made as follows:

- a) Incomplete journey: The Resplus partnership company has been unable to offer a replacement transport connection with scheduled or alternative transport in accordance with the conditions of the Arrival Guarantee. In this case, the entire ticket fare will be refunded.
- b) Interrupted or meaningless journey: If the passenger chooses not to continue their journey, the Carrying Resplus partnership company shall refund the passenger an amount equivalent to the full fare paid for the portion(s) of the journey that were not completed, as well as for the portion(s) that were completed if the journey has been rendered meaningless considering the passenger's original purpose for the trip. Additionally, the passenger shall be provided with a free return trip to the initial departure point as soon as possible if it is relevant. A journey shall be deemed meaningless if the passenger has chosen to cancel their trip and returned to the departure point, or returned to the departure point no later than the first connection within 30 minutes of arrival at the original final destination.

4.3 When refunding the whole or parts of the ticket fare, the compensation shall be calculated based on the entire journey. The refund of the ticket fare shall not be reduced by deducting transactional costs, such as certain fees, telephone or postage expenses.

#### 5. DELAY COMPENSATION FOR LONG TRAIN JOURNEYS

5.1 If the passenger's Resplus journey consists of at least two consecutive train journeys with a total distance of over 150 km, the passenger may be entitled to delay compensation for missed connections according to sections 5.2-5.6 and 6.3.

5.2 If the missed connection results in a delay between the departure point of the first train journey and the final train journey, both of which have distances over 150 km, the passenger is entitled to compensation from the Carrying Resplus partnership company according to the following:

1. 25% of the ticket price for delays of 60-119 minutes.
2. 50% of the ticket price for delays of 120 minutes or more.

5.3 The compensation for delays should be calculated in relation to the total price that the passenger has actually paid for the delayed Resplus journey.

5.4 The passenger is not entitled to compensation if they have been informed of a delay prior to purchasing the ticket, if the ticket has already been refunded, or if the delay has occurred due to the passenger's own fault or negligence.

5.5 In the event that the passenger has already received compensation for a delayed journey in accordance with the EU Regulation on Rail Passenger Rights (2021/782), a deduction may be made corresponding to the same amount when paying out compensation according to these terms.

5.6 The passenger is not entitled to compensation if the Resplus partnership company can demonstrate that the delay was directly caused by, or inherently associated with, extraordinary circumstances or the actions of a third party that are not related to the operation and that the Resplus partnership company could not have avoided or prevented the consequences of, even if it had taken all reasonable measures required (for example, extreme weather conditions, major natural disasters, significant public health crises, persons on the tracks, emergencies on board, sabotage).

## 6. REFUNDS AND COMPENSATION CLAIMS

6.1 Information concerning how and where the passenger can submit a claim for compensation from the Carrying Resplus partnership company is provided by the contact points, customer service, or similar function of the the respective Resplus partnership company, as well as at their manned sales outlets and their staff. Information is also available on the Samtrafiken website ([www.samtrafiken.se](http://www.samtrafiken.se)).

6.2 If the passenger wishes to submit a claim for compensation according to the Terms and Conditions of Travel for service disruptions, they may do so to any of the Resplus partnership companies included in the Resplus ticket. However, claims should primarily be directed to the Carrying Resplus partnership company after completing the journey. Claims should be submitted no later than two months from the day the claim arose, either through the web form for compensation on the Resplus partnership company's website or via its customer service. Receiving Resplus partnership companies may transfer claims regarding service disruption to another Resplus partnership company for assessment and claims adjustment. The passenger should be notified of such transfer.

6.3 Refund of ticket price or delay compensation shall be made within 30 days from the request.