

Foreword

This tariff schedule contains the

- Conditions of Carriage and
- Tariff Regulations

of Verkehrsverbund Neckar-Alb-Donau GmbH (naldo).

Legal relationships arising from carriage are established solely with the transport company whose vehicles are used.

This tariff schedule has been approved by the Ministry of Transport of Baden-Württemberg and the Tübingen Regional Council.

Editor

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naldo- Conditions of Carriage

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§ 1 Scope of application

- (1) The Conditions of Carriage apply to the transport of persons, goods, and animals on the routes and route sections listed in Appendix 1 of the naldo fare regulations, operated by transport companies participating—in whole or in part—in the Verkehrsverbund Neckar-Alb-Donau GmbH (hereinafter referred to as “naldo”). Specifically, these are:

naldo- Shareholder Company

DB Regio AG (DB Regio)

Region Baden-Württemberg
Lautenschlagerstr. 3
70173 Stuttgart

DB Regio Stuttgart GmbH (DB Regio S)

Presselstr. 10
70191 Stuttgart

Edel GmbH & Co. KG (Edel)

Bellinostr. 10
72108 Rottenburg am Neckar

Kurz Omnibusverkehr GmbH (Kurz)

Oferdinger Str. 5
72124 Pliezhausen

KVB Sigmaringen GmbH (KVB)

Gorheimer Allee 2
72488 Sigmaringen

Omnibus-Verkehr Ruoff GmbH (OVR)

Seewiesenstr. 19-23
71334 Waiblingen

Regionalverkehr Alb-Bodensee GmbH (RAB)

Karlstr. 31-33
89073 Ulm

Reutlinger Stadtverkehrsgesellschaft mbH (RSV)

Am Heilbrunnen 118
72766 Reutlingen

SWEG Südwestdeutsche Landesverkehrs-GmbH (SWEG Bahn)

Rheinstr. 8
77933 Lahr/Schwarzwald

SWEG Bus GmbH (SWEG Bus)

Rheinstr. 8
77933 Lahr/Schwarzwald

SWEG Bus Tübingen GmbH (SWEG Bus TÜ)

Untere Breite 12
72144 Dußlingen

roBus GmbH (roBus)

Siebenlindenstr. 19
72108 Rottenburg am Neckar

TüBus GmbH (TüBus)

Eisenhutstr. 6
72072 Tübingen

Zweckverband ÖPNV im Ammertal (ZÖA)

Wilhelm-Keil-Str. 50
72072 Tübingen

Regionalverkehr Neckar-Donau GmbH (RND)

Dornierstr. 3
71034 Böblingen
mit den dazugehörenden Verkehrsunternehmen:

Beck GmbH Omnibusverkehr (Beck)

Talstr. 15
72477 Schwenningen

Bottenschein Reisen GmbH & Co. KG (Bottenschein)

Ulmer Str. 34
89584 Ehingen (Donau)
mit dem dazu gehörenden Verkehrsunternehmen:

Süddeutsche Verkehrslinien GmbH & Co. KG (SVL)

Ritter-Heinrich-Str. 11-13
88741 Laupheim

Omnibusverkehr Bühler GmbH & Co. KG (Bühler)

Untere Lußstr. 25
88271 Wilhelmsdorf

Diesch GmbH Reise- und Omnibusverkehr (Diesch GmbH)

Schussenrieder Str. 85
88422 Bad Buchau

M&M Dienstleistungen GmbH (Diesch,
Inh. M&M GmbH/“Diesch Bad Schussenried”)
Enzisholzweg 6
88427 Bad Schussenried

Eissler-Reisen GmbH & Co. KG (Eissler)
Brielstr. 24
72459 Albstadt

Omnibusreisen Gebr. Frankenhauser GmbH & Co. KG
(Frankenhauser)
Friedrich-List-Str. 26
88348 Bad Saulgau

Omnibus Groß GmbH (Groß)
Röntgenstr. 21
72108 Rottenburg am Neckar

HVB Wiest + Schürmann Hechinger
Verkehrsbetriebsgesellschaft mbH (HVB)
Brunnenstr. 11
72379 Hechingen

Omnibusverkehr Tübingen Jakob Kocher GmbH (Kocher)
August-Bebel-Str. 13-17
72072 Tübingen

Willy Kopp GmbH & Co. KG (Kopp)
Berliner Str. 77
72458 Albstadt

Omnibus Kurzenberger GmbH (Kurzenberger)
Albstr. 3
72820 Sonnenbühl

Wilhelm Lutz Omnibusverkehr GmbH (Lutz)
Schießwiesenstr. 17
72766 Reutlingen

Gebr. Maas GmbH + Co. KG (Maas)
Rosenfelder Str. 77
72336 Balingen

Reisch GmbH Omnibusverkehr (Reisch)

Flachstr. 30
88512 Mengen

Sehmer Omnibus-Reisedienst (Sehmer)

Im Oberdorf 36
88639 Wald

Stadt Bad Urach

Eigenbetrieb Stadtwerke Bad Urach (SWBU)
Eckisstr. 6
72574 Bad Urach

naldo- Partner companies

Albtal-Verkehrs-Gesellschaft mbH (AVG)

Tullastr. 71
76131 Karlsruhe

Robert Bayer GmbH (Bayer)

Max-Planck-Str. 2
89584 Ehingen (Donau)

Däuble Reisen GmbH (Däuble)

Ettenberg 2+3
75392 Deckenpfronn

DB Fernverkehr AG (DB FV)

Stephensonstr. 1
60326 Frankfurt am Main

**Friedrich Müller Omnibusunternehmen GmbH
(FMO/„Omnibus Müller“)**

Schmollerstr. 13
74523 Schwäbisch Hall

Fahrtenservice Knoll GmbH & Co. KG (Knoll)

Bahnhofstr. 10A
72116 Mössingen

Wilhelm Leibfritz GmbH & Co. KG (Leibfritz)

Am Genkinger Weg 1/1
72820 Sonnenbühl

Minicar Mietwagen GmbH (Minicar)

Europaplatz 17
72072 Tübingen

SAB Schwäbische Alb-Bahn GmbH (SAB)

Bahnhofstr. 8
72525 Münsingen

RVS Regionalbusverkehr Südwest GmbH (RVS/„Südwestbus“)

Gutschstr. 4
76137 Karlsruhe

SBG SüdbadenBus Gesellschaft mbH (SBG/„Südbadenbus“)

Gutschstr. 4
76137 Karlsruhe

Schlienz-Tours GmbH & Co.KG (Schlienz)

Willy-Rüsch-Straße 11
71394 Kernen

Stadt Pfullendorf

Bürgermeisteramt
Kirchplatz 1
88630 Pfullendorf

Stadtwerk am See GmbH & Co. KG (SW am See)

Kurt-Wilde-Str. 10
88662 Überlingen

Stadtwerke Herrenberg (SWH)

Stuttgarter Str. 92
71083 Herrenberg

Stadtwerke Sigmaringen GmbH (SWS)

Fürst-Wilhelm-Str. 15
72488 Sigmaringen

Vögele Reiseverkehr e.K. (Vögele)

Rauher Grund 10
72160 Horb

Simon Vollstädt Mietwagenverkehr (Vollstädt)

Gartenstr. 12
72181 Starzach

Württembergische Bus-Gesellschaft mbH (WBG)

Seewiesenstr. 19-23
71334 Waiblingen

Fahrservice Wenner GmbH (Wenner)

Biosphärenallee 1
72525 Münsingen

- (2) The contract of carriage is concluded with the transport company whose vehicle the passenger boards. Where the vehicle operates under a contract for services, the commissioning party is the contractual partner.

§ 2 Right to promotion

- (1) A right to carriage exists provided that
1. an obligation to carry passengers exists under the provisions of the laws applicable to the respective mode of transport—specifically the Passenger Transportation Act (PBefG) and the General Railways Act (AEG)—and the regulations issued pursuant to these laws (the Ordinance on General Conditions of Carriage for Tram and Trolleybus Services and Scheduled Motor Vehicle Services [VO ABB] or the Railway Traffic Ordinance [EVO]),
 2. carriage is possible using the transport vehicles regularly deployed,
 3. carriage is not prevented by circumstances that the transport company cannot avert or remedy, and
 4. the applicable conditions of carriage, official orders, and other general directives of the transport companies are complied with.
- (2) Items and animals are carried only in accordance with the provisions of Sections 11 and 12, respectively.

§ 3 Persons excluded from carriage

- (1) Persons who pose a threat to the safety or orderly operation of the service or to passengers, or who fail to comply with the instructions of operating personnel, are excluded from carriage. Specifically, the following are excluded if these conditions apply:
1. Persons under the influence of alcoholic beverages or other intoxicating substances,
 2. Persons with contagious diseases,
 3. Persons carrying loaded firearms or weapons subject to the Weapons Act, unless they are authorized to carry such weapons. The Ordinance of the State of Baden-Württemberg prohibiting the carrying

of weapons and knives on public local passenger transport vehicles applies in its current version.

- (2) Children who are not yet of compulsory school age and have not yet reached the age of 6 (i.e., children under 6) may be excluded from carriage unless they are accompanied by a supervising person for the entire duration of the journey. Children who have not yet reached the age of 4 (i.e., children under 4) are carried only when accompanied by a supervising person. Exceptions are governed by the tariff regulations. For the purposes of this paragraph, only persons who have reached the age of 6 (i.e., persons aged 6 or older) qualify as supervising persons. The provisions of Paragraph 1 remain unaffected.
- (3) Decisions regarding exclusion from carriage are generally made by operating personnel. For the purposes of these Conditions of Carriage, operating personnel are defined as all persons authorized by the transport company to perform its duties. These persons also exercise the transport company's authority regarding premises and vehicles. Upon the request of operating personnel, persons must leave not only the vehicle but also the operational facilities.

§ 4 Passenger conduct

- (1) Passengers must conduct themselves when using the operating facilities and vehicles in a manner required by operational safety and order, their own safety, and consideration for others. Instructions given by operating personnel must be followed.
- (2) Passengers are specifically prohibited from:
1. conversing with the vehicle operator while the vehicle is in motion,
 2. opening the doors on their own initiative,
 3. throwing objects out of the vehicles or allowing them to protrude,
 4. boarding or alighting while the vehicle is in motion,
 5. entering a vehicle marked as full,
 6. obstructing the usability of the operating facilities and equipment or the vehicles—particularly passageways and entry/exit points—e.g. B by bulky objects – to the detriment of others,
 7. to smoke in vehicles and at all stations/stops, including the use of e-cigarettes,
 8. to use audio playback devices or radio receivers, or to use audio playback devices with headphones, if doing so disturbs others,
 9. to use mobile phones in areas where a ban on their use is indicated by pictograms,
 10. to enter vehicles or operational facilities that are not open for public use,
 11. to open or operate operational equipment not intended for passenger use,

- 12. to use bicycles, skateboards, inline skates, roller skates, city/jump scooters/kickboards, e-scooters, or similar means of transport in vehicles or on platforms,
 - 13. to offer or sell goods or services, or to conduct collections, in vehicles or on operational premises without the transport company's consent,
 - 14. to beg,
 - 15. to play music without the transport company's permission, and
 - 16. to place shoes on seats or tables, or to stand on seats or tables.
- The consumption of food or beverages may be prohibited by operating staff or through local instructions.

- (3) Unless otherwise noted in the respective timetable, passengers may only board and alight from vehicles at designated stops; exceptions require the consent of operating staff. Where specially marked entrances or exits exist, these must be used when boarding or alighting. The intention to board or alight must be clearly signaled to the driver. If available, the designated technical devices must be used for this purpose. This does not apply to scheduled stops in rail transport, unless these are marked as request stops in the respective timetable. Passengers must board and alight quickly and move further into the vehicle interior. Once an imminent departure is announced or the doors begin to close, passengers must not board or leave the vehicle. Every passenger is required to maintain a secure hold at all times while in the vehicle.
- (4) The supervision of children is the responsibility of their accompanying persons. In particular, they must ensure that children do not kneel or stand on the seats and that they wear seatbelts or are secured in a child restraint system in accordance with road traffic regulations.
- (5) If a passenger violates the obligations set out in paragraphs 1 to 4 despite a warning, they may be excluded from transport or from using the operating facilities and equipment.
- (6) If vehicles or operating facilities are soiled, cleaning costs determined by the operator will be charged; further claims remain unaffected.
- (7) Complaints must generally be addressed to supervisory staff rather than the operating staff (drivers/conductors)—except in the cases covered by § 6 Para. 8 and § 7 Para. 3. If complaints cannot be resolved by supervisory staff, they must be submitted to the transport company's administration, specifying the date, time, vehicle number, and route designation, and—where possible—the location and direction of travel, along with the ticket. Upon the passenger's request, operating staff must provide the vehicle number and the details of their superior department.

- (8) Anyone who improperly activates the emergency brake or other safety devices must pay a sum of €15—without prejudice to any criminal or administrative fine proceedings or further civil law claims. The same applies in the event of a violation of the prohibitions under Paragraph 2, No. 3 or Paragraph 2, No. 7. In railway transport, the amount payable for improper use of the emergency brake is €200, unless the passenger proves that the railway company incurred no damage or loss of value at all, or that the amount thereof is significantly lower.

§ 5 Allocation of carriages and seats, use of first class

- (1) Operating personnel may direct passengers to specific carriages or seats if this is necessary for operational reasons or to fulfill the obligation to provide transport.
- (2) There is no entitlement to a seat. Seats must be vacated for persons with severe disabilities, persons with impaired mobility, elderly and frail persons, expectant mothers, and passengers with small children.
- (3) Travel in 1st class carriages (hereinafter referred to as “1st Class”) and on vehicles operating on the lines specified in the fare regulations is permitted—including when standing—only with valid tickets and any applicable surcharges.

§ 6 Transportation charges, tickets

- (1) Unless the journey is offered free of charge, the established fares must be paid for transport; tickets are issued for this purpose. Tickets are sold in the name and on behalf of the respective transport company (as specified in § 1) providing the service. Tickets are valid—within their tariff-defined scope of validity—on all vehicles operating on the routes and route sections included in the integrated fare system.
- (2) If a passenger does not possess a ticket valid for the journey upon boarding the vehicle (unless the journey is offered free of charge), they must purchase the required ticket immediately and without being prompted to do so.

- (3) If a passenger holds a ticket that requires validation (e.g., via a stamped imprint or similar method, such as the "4er tickets" for the Tübingen city fare zone; see Appendix 5B No. 2.1 of the naldo-tariff regulations), they must validate it using a validation machine. For rail travel, validation must take place before boarding the vehicle by using the installed validation machines. For other modes of transport, validation must take place immediately after boarding the vehicle through the door marked with the validation symbol (at the front, near the driver). If no validation machine is available on the bus, the passenger must either immediately validate the ticket themselves by manually entering the date, time, and route number in an indelible and clearly legible manner, or hand the ticket to the operating staff for validation. This also applies if the ticket has been damaged due to improper handling such that the validation machine fails to register it, or if the validation machine itself is defective. If passengers must board the bus via a rear entrance due to carrying a bicycle, stroller, or other bulky items, the preceding regulations apply accordingly. It is the passenger's responsibility to ensure the ticket is validated. If a passenger holds a ticket that requires manual validation (e.g., a day ticket marked "please enter date here – validate before starting the journey by entering the date in indelible, clearly legible ink!"), they must validate it before boarding the vehicle by entering the date in indelible and clearly legible ink.
- (4) Passengers must retain their ticket from the start until the end of the journey and present or hand it over to operating staff for inspection immediately upon request. The journey is deemed to have commenced upon boarding the vehicle. The journey is deemed concluded when the passenger has arrived at their destination stop and has left both the vehicle and the stop or operating facility.
- (5) If a passenger fails to comply with an obligation under paragraphs (2) through (4) despite being requested to do so, they may be excluded from transport; the obligation to pay an increased fare in accordance with § 9 remains unaffected.
- (6) Vehicles or sections of vehicles operating without a conductor may—unless the service is provided free of charge—only be used by passengers holding valid tickets for such travel. Paragraph (4) remains unaffected by this.

- (7) As a general rule, naldo tickets are not issued on trains. Exceptions to this rule will be announced locally. If it is not possible to purchase a ticket at the boarding station or stop, the passenger must report to the train staff immediately after the journey begins, without being prompted to do so.
- (8) Any objections regarding the ticket must be raised immediately. Subsequent complaints will not be considered.

§ 7 Means of payment

- (1) Passengers should have the exact fare ready. Transport staff are not obliged to provide change for amounts exceeding €10, to accept one- and two-cent coins totaling more than €0.10, or to accept significantly damaged banknotes or coins. For journeys within the Tübingen city fare zone, Appendix 2, Item 2 also applies.
- (2) If transport staff cannot provide change for amounts exceeding €10, a receipt for the retained amount must be issued to the passenger. It is the passenger's responsibility to collect the change from the transport company's administrative office upon presentation of the receipt. If the passenger does not agree to this arrangement, they must discontinue the journey.
- (3) Any objections regarding the change or the receipt issued by transport staff must be raised immediately. Subsequent objections will not be considered.

§ 8 Invalid tickets

- (1) Tickets used in violation of the conditions of carriage or tariff regulations are invalid and shall be confiscated; this applies in particular to tickets that:
 - 1. are not filled out in accordance with regulations and are not filled out immediately upon request,
 - 2. do not bear the required validation stamp or sticker,
 - 3. are torn, cut, or otherwise severely damaged, heavily soiled, illegible, or unauthorizedly sealed in plastic or laminated, such that they can no longer be checked,
 - 4. have been altered without authorization,
 - 5. are used by persons not entitled to use them,
 - 6. are used for journeys other than those permitted,
 - 7. have expired due to the passage of time or for other reasons,

8. are used without the required photograph.

No refund of the fare will be made.

- (2) A ticket that entitles the holder to carriage only in conjunction with an authorization card, a certificate, a season ticket, or an identity document specified in the tariff regulations shall be deemed invalid and may be confiscated if the authorization card, certificate, season ticket, or identity document is not presented upon request.

§ 9 Increased fare

- (1) A passenger is required to pay an increased fare if they:

1. have failed to obtain a valid ticket for themselves or—insofar as tariff regulations stipulate a fare—for animals, bicycles, or items of luggage accompanying them, unless the journey was offered free of charge,
2. have obtained a valid ticket for themselves or—insofar as tariff regulations stipulate a fare—for animals, bicycles, or items of luggage accompanying them, but are unable to present it upon inspection,
3. have failed to validate the ticket, or have failed to have it validated, immediately as defined in Section 6 (3),
4. fail to present or hand over the ticket for inspection upon request, or
5. use a ticket valid only for 2nd class in 1st class without paying the surcharge.

Criminal or administrative fine proceedings remain unaffected. The provisions under Nos. 1 and 3 shall not apply if the failure to obtain or validate the ticket was due to reasons beyond the passenger's control.

- (2) In the cases referred to in Paragraph (1), the transport company may levy an increased fare of up to €60.00. However, the transport company may levy twice the single fare for the route traveled by the passenger if this results in a higher amount than that calculated under Sentence 1; in such cases, the increased fare may be calculated based on the line's starting point if the passenger cannot prove the distance traveled.
- (3) In the case of Paragraph 1, No. 2, the increased fare is reduced to €7 if, within one week of the date of the finding, the passenger proves to the transport company's administration that, at the time of the finding, they held a valid personal season ticket or a valid mobile ticket.
- (4) The use of invalid season tickets does not affect any further claims the transport company may have.
- (5) A passenger required to pay an increased fare must, upon request by the inspection staff, provide proof of identity using an official photo ID

(issued by a public authority). If this is not done, or if false personal details are provided, the passenger shall bear any costs arising as a result.

§ 10 Reimbursement of transport charges

- (1) If a ticket is not used for a journey, the fare shall be refunded upon application and presentation of the ticket; the passenger bears the burden of proof regarding the non-use of the ticket. For naldo tickets issued as mobile or print tickets, the provisions of Appendix 4, No. 5 of the naldo tariff regulations apply.
- (2) If a ticket is used for a journey covering only part of the route, the difference between the fare paid and the fare required for the distance actually traveled shall be refunded upon application and presentation of the ticket. The passenger bears the burden of proof regarding the partial use of the ticket.
- (3) If a time-based ticket (season ticket) is not used or is used only partially, the fare for the ticket shall be refunded upon application and presentation of the ticket, less the fare applicable to the individual journeys actually undertaken. The day of return or the postmark date (if sent by mail) shall be deemed the last day of use. An earlier date may only be taken into account if a certificate from a doctor, hospital, or health insurance provider regarding the passenger's illness, accident, or death is submitted. To calculate the refund amount, the cost of an adult day ticket of the same price tier for each day of use shall be deducted from the fare paid; for passengers under the age of 15, the cost of the corresponding child day ticket shall be applied.
- (4) For subscription tickets, the fare shall be refunded in the event of illness, provided the illness renders the passenger unfit to travel and lasts for an uninterrupted period of more than 14 days. The passenger must provide proof of the illness rendering them unfit to travel by submitting a medical certificate or a hospital certificate. For monthly payment plans, 1/30 of the price of the paid subscription ticket is refunded for each day of illness. Applications for refunds due to illness must be submitted promptly, and no later than one month after the illness ends. For transferable subscription tickets, entitlement to a refund due to illness applies only for the period during which the tickets were deposited at a sales outlet.
- (5) There is no entitlement to a refund of the fare paid
 - in the event of exclusion from carriage pursuant to § 3 (excluding Para. 1, Sentence 2, No. 2),

- if a passenger holding a valid 1st-class ticket cannot find a seat in 1st class,
 - if the refund amount is less than €1,
 - for tickets confiscated as invalid pursuant to § 8 Para. 1.
- (6) Applications under Paragraphs 1–3 must be submitted promptly—and no later than one month after the ticket's validity period expires—to the administration of the transport company from which the ticket was purchased.
- (7) A processing fee of €2 and any applicable bank transfer fee will be deducted from the refund amount. The processing fee and any transfer fee will not be deducted if the refund is requested due to circumstances for which the transport company is responsible.
- (8) Following a fare change, the specific refund rules set out in the *naldo* tariff regulations apply to the refund of multi-trip tickets (e.g., 4-trip tickets for the Tübingen city fare zone; see Appendix 5B, No. 2.1 of the naldo-tariff regulations).

§ 11 Carriage of goods

- (1) There is no entitlement to the carriage of goods. Hand luggage and other items are carried only when the passenger is traveling at the same time, and only provided that this does not compromise operational safety or order and does not cause a nuisance to other passengers. The carriage of bicycles and small electric vehicles is governed in greater detail by the "Special Conditions of Carriage for Bicycles and Small Electric Vehicles" set out in Appendix 1.
- (2) Hazardous substances and hazardous objects are excluded from carriage, in particular:
1. explosive, highly flammable, radioactive, malodorous, or corrosive substances,
 2. unpacked or unprotected items that could cause injury to passengers,
 3. objects that protrude beyond the vehicle's clearance profile.
- (3) The obligation to carry small children in strollers is governed by the provisions of § 2, sentence 1. Wherever possible, operating personnel shall ensure that passengers with a child in a stroller are not refused carriage. The decision regarding carriage rests with the operating personnel.
- (4) Passengers must stow and supervise any items they bring with them in such a way that operational safety and order are not compromised

and other passengers are not inconvenienced. In the event that items brought on board cause injury to persons or damage to property, general liability provisions apply in addition to § 14 and the specific liability regulations regarding bicycle carriage set out in Appendix 1, No. 3 (final bullet point).

- (5) Operating personnel decide on a case-by-case basis whether items are permitted for carriage and where they are to be stowed.

§ 12 Transport of animals

- (1) Section 11, paragraphs 1, 4, and 5 shall apply accordingly to the transport of animals.
- (2) Dogs shall be transported only under the supervision of a person suitable for this task and only if kept on a short leash. There is no entitlement to transport a dog when using vehicles with limited capacity that would require dogs to be placed on seats (e.g., specifically in the case of demand-responsive services using a passenger car or a similar vehicle). Dogs that may pose a danger to passengers must wear a muzzle.
- (3) Guide dogs accompanying a blind person are always permitted for transport.
- (4) Other animals may only be taken along in suitable containers.
- (5) Animals must not be placed on seats.
- (6) In the event of soiling, Section 4, paragraph 6 shall apply accordingly.

§ 13 Lost Property

Found items must be handed over to operating staff without delay in accordance with Section 978 of the German Civil Code (BGB). A found item is returned to the owner by the transport company's lost property office upon payment of a storage fee. The owner must acknowledge receipt of the item in writing. Immediate return of the item to the owner by operating staff is permitted if the owner can provide satisfactory proof of ownership.

§ 14 Liability

- (1) The transport company is liable for the death or injury of a passenger and for damage to items the passenger is wearing or carrying, in accordance with generally applicable provisions. In the case of scheduled transport by motor vehicle, the transport company's liability for property damage vis-à-vis any passenger is limited to a maximum amount of €1,000—unless the specific liability provisions regarding the carriage of bicycles set out in Annex 1, No. 3, final bullet point apply; this limitation of liability does not apply if the property damage is attributable to willful misconduct or gross negligence. However, in the event of loss of or damage to wheelchairs, other mobility aids, or assistive devices caused by the transport company, compensation shall at least cover the replacement value or repair costs of the lost or damaged equipment or devices.
- (2) With regard to the carriage of luggage, Article 13 of Regulation (EU) No. 2021/782 applies to liability for rail journeys.

§ 15 - *no longer occupied* -

§ 16 Exclusion of claims for compensation

- (1) Deviations from timetables caused by traffic obstructions, operational disruptions or interruptions, or a lack of space do not give rise to claims for compensation; likewise, no guarantee is provided regarding the maintenance of connections. The obligation to provide transport is also deemed fulfilled if, for operational reasons, the operator provides vehicles other than those specified in the timetable or if the service operates via a diverted route.
- (2) Further claims—e.g., under Section 17 of the Railway Traffic Regulations (EVO) for rail journeys—remain unaffected. Reference is made in this regard to Sections 18 and 19 below.

§ 17 Place of jurisdiction

The place of jurisdiction for all disputes arising from the contract of carriage is the registered office of the transport company.

§ 18 naldo Mobility Guarantee

- (1) Under the naldo Mobility Guarantee, holders of a monthly pass (standard), 9 a.m. monthly pass (standard), annual subscription (standard),

9 a.m. annual subscription (standard), naldo Job-Ticket, parents' discount card, senior subscription (including partner card), weekly pass (Bad Urach city fare zone), and family card subscription (parents only; Tübingen and Sigmaringen city fare zones)—as well as holders of a Deutschlandticket (excluding the Deutschlandticket JugendBW) purchased from a naldo-contracted sales outlet (see Section 12.9.2.1 of the naldo fare regulations) within the naldo network area, and persons holding a severely disabled person's pass with entitlement to free travel—have the option to switch to a taxi in the event of delays or service cancellations and subsequently claim reimbursement for the taxi fare. The naldo Mobility Guarantee applies if the passenger can reasonably assume that they will reach their destination using the naldo transport services intended for the journey more than 30 minutes later than scheduled, and if they have no possibility of using other naldo transport services to reach the destination.

- (2) The timetable data currently stored in naldo's online timetable information system (www.naldo.de) shall be decisive for determining the duration of the delay. For connecting journeys, the duration of the delay is calculated based on the scheduled trip—including the standard transfer time—as indicated in naldo's online timetable information system (www.naldo.de).
- (3) Taxi costs are reimbursed up to an amount of €35 for the following: naldo monthly pass (general public), 9 a.m. monthly pass (general public), personal naldo annual subscription (general public), personal 9 a.m. annual subscription (general public), personal naldo Job-Ticket, parents' discount card, senior citizen subscription (including partner card), weekly pass (Bad Urach city fare zone), and family card subscription (parents only; Tübingen and Sigmaringen city fare zones), as well as the Deutschlandticket (excluding the Deutschlandticket JugendBW) if purchased via a naldo-contracted sales outlet within the naldo network area, and for persons holding a severely disabled person's pass that includes free travel entitlement. A reimbursement claim may be made only once per trip and per ticket. For a transferable annual subscription, a transferable 9 a.m. annual subscription (general public), or a transferable naldo Job-Ticket, as well as for the Deutschlandticket add-on option "naldo-Plus" (held in conjunction with a Deutschlandticket) purchased via a naldo-contracted sales outlet within the naldo network area, taxi costs are reimbursed up to an amount of €50. A reimbursement claim may be made only once per trip and per ticket.
- (4) The passenger must submit a receipt issued by the taxi company, together with the completed mobility guarantee reimbursement form (available, for example, at www.naldo.de), to naldo or the relevant naldo transport company within two weeks (peremptory deadline).

Proof of travel (the ticket itself, a copy of the ticket, or the subscription number) must be attached to the reimbursement form. Reimbursement is made via bank transfer. Cash payouts or offsetting the amount against the purchase of a ticket are not possible. If several people share a taxi, this must be noted accordingly on the taxi receipt. A separate reimbursement application is required for each eligible passenger.

- (5) Claims under the naldo Mobility Guarantee are excluded if the delay or service cancellation is not attributable to the fault of one of the transport companies cooperating within naldo. In particular, severe weather, bomb threats, strikes, suicide, and third-party interference with rail or bus operations do not give rise to a claim for benefits under the Mobility Guarantee. Reimbursement is also excluded if the delay or service cancellation is attributable to the passenger's own fault or if the passenger was aware of the issue prior to purchasing the ticket. Furthermore, reimbursement is excluded if the delay or cancellation results from measures—such as road or line closures—that were announced in advance on www.naldo.de.
- (6) Further claims arising from passenger rights in rail transport (see § 19) remain unaffected. Exercising passenger rights in rail transport precludes claims based on the same incident under the naldo Mobility Guarantee.
- (7) The naldo Mobility Guarantee exists alongside passenger guarantees offered by transport companies. However, claims based on the same incident may only be asserted once.

§ 19 Special passenger rights regulations in rail transport

- (1) For rail journeys, the rights and obligations of passengers—including holders of naldo tickets—arising from Regulation (EU) 2021/782 and the Railway Transport Ordinance (EVO) are conclusively governed by the conditions of carriage of the respective contractual carrier(s). In addition, the special regulations outlined below apply (further details available at www.fahrgastrechte.info).
- (2) These regulations apply exclusively to tickets issued under the naldo joint tariff that are used for rail travel.
- (3) Passenger rights arising from delays apply only if the cause and effect of the delay occurred within the scope of the actual or scheduled rail transport service.
- (4) Compensation amounts of less than €4 will not be paid out.

- (5) Regarding the right provided for in rail transport to choose a train of a higher category than the one originally intended for the journey to the destination, the conditions of carriage of the respective contractual carrier apply.
- (6) Claims under rail transport regulations may be submitted directly to the sales offices operated by the railway undertakings. Reimbursement forms are also available online.
- (7) Exercising passenger rights related to rail transport precludes claims based on the same incident under the national Mobility Guarantee (see § 18).