



Legal Framework for International Multimodal Transport: Train Rides, Boat Trips, Flights – different Passenger Rights

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Challenge for multimodal passenger services: The legal framework is quite split up



- CIV, Regulation (EG) 2021/782 (Rail PRR [RPRR])



- CVR, Regulation (EU) 181/2011 (Bus PRR [BPRR])



- Athens Agreement (PAL), Regulation (EU) 1177/2010 (Ship PRR [SPRR])



- Montreal Agreement (MA), Regulation (EC) 261/2004 (Air PRR [APRR])

The problems start with the definition of the entity liable to the passengers



- **Railway undertaking (contractual carrier?)**



- **Contractual carrier**



- **Contractual carrier**



- **Operating air carrier (aka actual / substitute carrier)**

The liability for delays and cancellations is also quite different

■ Cancellation of the trip by the passengers



- Arrival
≥ 1 h

- Fare refund, completely or partially,
possibly with a free return to the starting point



- Departure
1½ h

- Fare refund, completely or partially,
possibly with a free return to the starting point



- Departure
2 h

- Fare refund, completely or partially,
possibly with a free return to the starting point



- Departure
5 h

- Fare refund, completely or partially,
possibly with a free return to the starting point

The liability for delays and cancellations is also quite different

■ Continuation of the journey → re-routing in case of a delay



■ Arrival ≥ 1 h

- re-routing under comparable transport conditions to the final destination at the earliest opportunity
- or at a later date at the passenger's convenience;



■ Departure 1½ h

- re-routing to the final destination, at no additional cost and under comparable conditions, as set out in the transport contract, at the earliest opportunity;



■ Departure 2 h

- re-routing to the final destination, under comparable conditions, as set out in the transport contract, at the earliest opportunity and at no additional cost*;

* For PRM: also at a later date at the passenger's convenience, subject to availability of tickets.



■ Departure 5 h

- re-routing, under comparable transport conditions, to their final destination at the earliest opportunity;
- or at a later date at the passenger's convenience, subject to availability of seats

The liability for delays and cancellations is also quite different

■ Compensation for delays and cancellations



■ Arrival
≥ 1 h / ≥ 2 h

■ 25% delay compensation, 50% for delay ≥ 2 h



■ Departure
≥ 2 h

■ 50% delay compensation, if carrier doesn't offer refund or re-routing



■ Departure
≥ 1 / 2 / 3 / 6 h

■ 25% for delay, 50% for double delay of
≥ 1 h if journey ≤ 4 h; ≥ 2 h if journey > 4 – 8 h;
≥ 3 h if journey > 8 – 24 h; ≥ 6 h if journey > 24 h



■ Arrival
≥ 3 / ≥ 4 h

■ Compensation
250,-- € for flights ≤ 1.500 km, 400,-- € for flights
≥ 1.500 – 3.500 km, / 600,-- € for flights ≥ 3.500 km

300,-- € if delay ≤ 4h)

The rules for multimodal services in the CIV are rudimentary, Article 1 §§ 2, 3 CIV (*not* included in RPRR 2021)



§ 2 Lorsqu'un transport international faisant l'objet d'un contrat unique inclut, en complément au transport transfrontalier ferroviaire, un transport par route ou par voie de navigation intérieure en trafic intérieur d'un Etat membre, les présentes Règles uniformes s'appliquent.

§ 2 Schliesst eine internationale Beförderung, die Gegenstand eines einzigen Vertrages ist, in Ergänzung der grenzüberschreitenden Beförderung auf der Schiene eine Beförderung auf der Strasse oder auf Binnengewässern im Binnenverkehr eines Mitgliedstaates ein, so finden diese Einheitlichen Rechtsvorschriften Anwendung.

§ 2 When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.

§ 3 Lorsqu'un transport international faisant l'objet d'un contrat unique inclut, en complément au transport ferroviaire, un transport maritime ou un transport transfrontalier par voie de navigation intérieure, les présentes Règles uniformes s'appliquent si le transport maritime ou le transport par voie de navigation intérieure est effectué sur des lignes inscrites sur la liste des lignes prévue à l'article 24, § 1 de la Convention.

§ 3 Schliesst eine internationale Beförderung, die Gegenstand eines einzigen Vertrages ist, in Ergänzung der Beförderung auf der Schiene eine Beförderung zur See oder eine grenzüberschreitende Beförderung auf Binnengewässern ein, so finden diese Einheitlichen Rechtsvorschriften Anwendung, sofern die Beförderung zur See oder auf Binnengewässern auf Linien durchgeführt wird, die in die in Artikel 24 § 1 des Übereinkommens vorgesehene Liste der Linien eingetragen sind.

§ 3 When international carriage being the subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the lists of services provided for in Article 24 § 1 of the Convention.

The rules for multimodal services in the CIV are rudimentary, Article 31 § 3 CIV

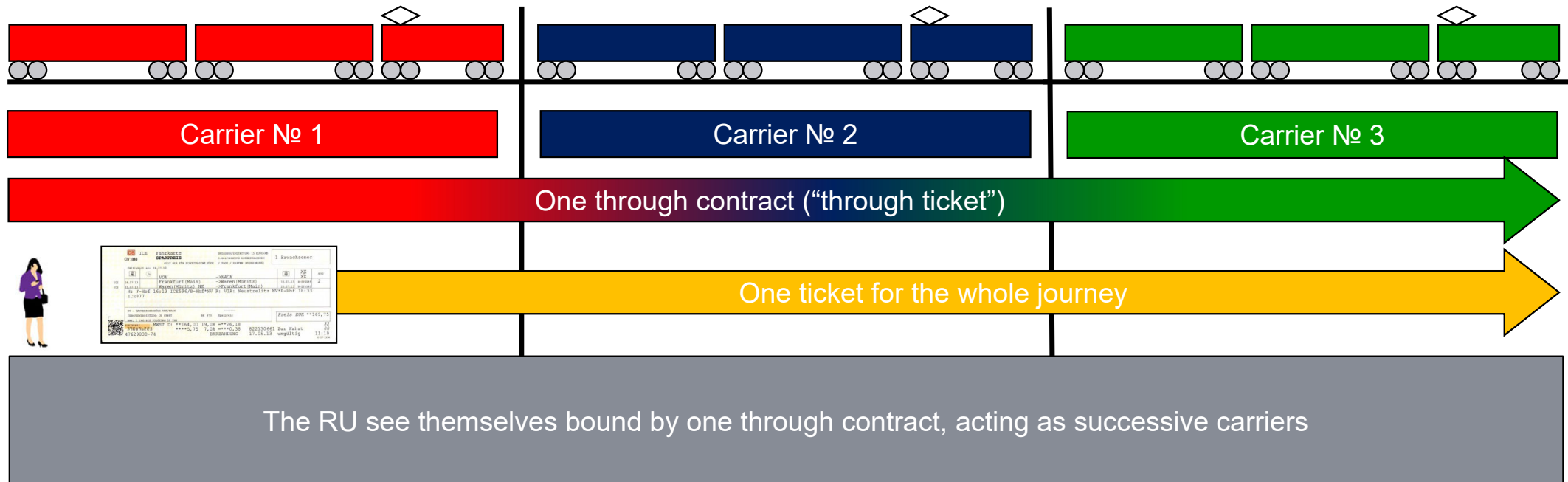


§ 3 Lorsque, par suite de circonstances exceptionnelles, l'exploitation ferroviaire est provisoirement interrompue et que les voyageurs sont transportés par un autre moyen de transport, le transporteur est responsable en vertu des présentes Règles uniformes.

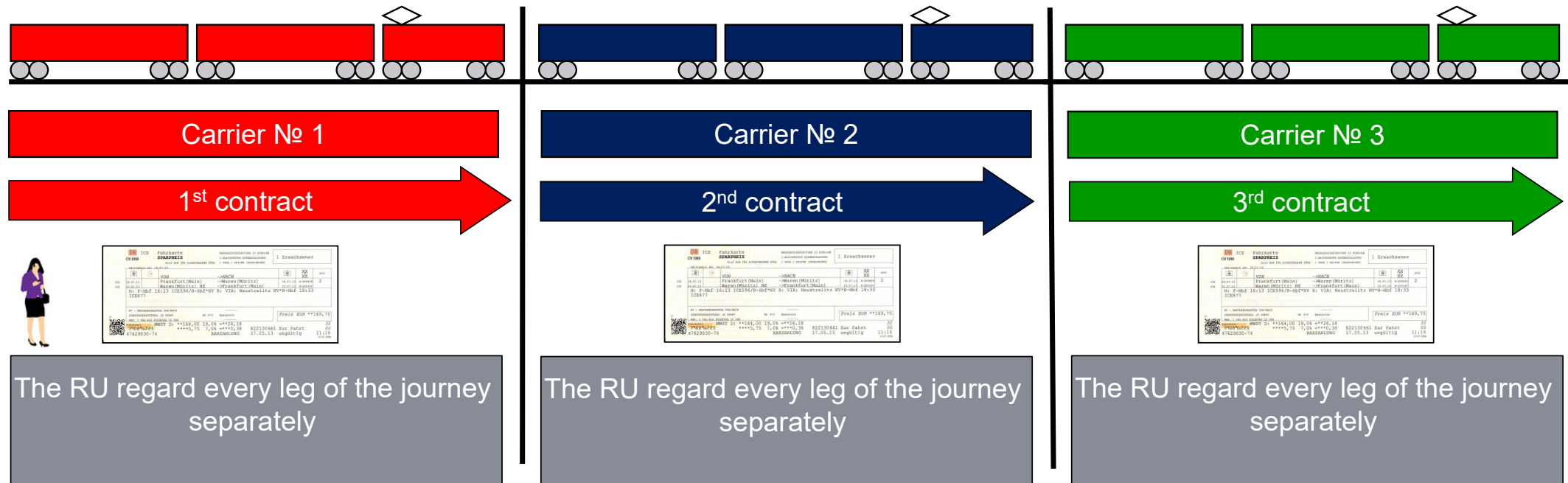
§ 3 Wenn der Eisenbahnbetrieb infolge ausserordentlicher Umstände vorübergehend unterbrochen ist und die Reisenden mit einem anderen Beförderungsmittel befördert werden, haftet der Beförderer gemäss diesen Einheitlichen Rechtsvorschriften.

§ 3 When, because of exceptional circumstances, the operation of the railway is temporarily suspended and the passengers are carried by another mode of transport, the carrier shall be liable pursuant to these Uniform Rules.

Basic rule: one ticket – one contract

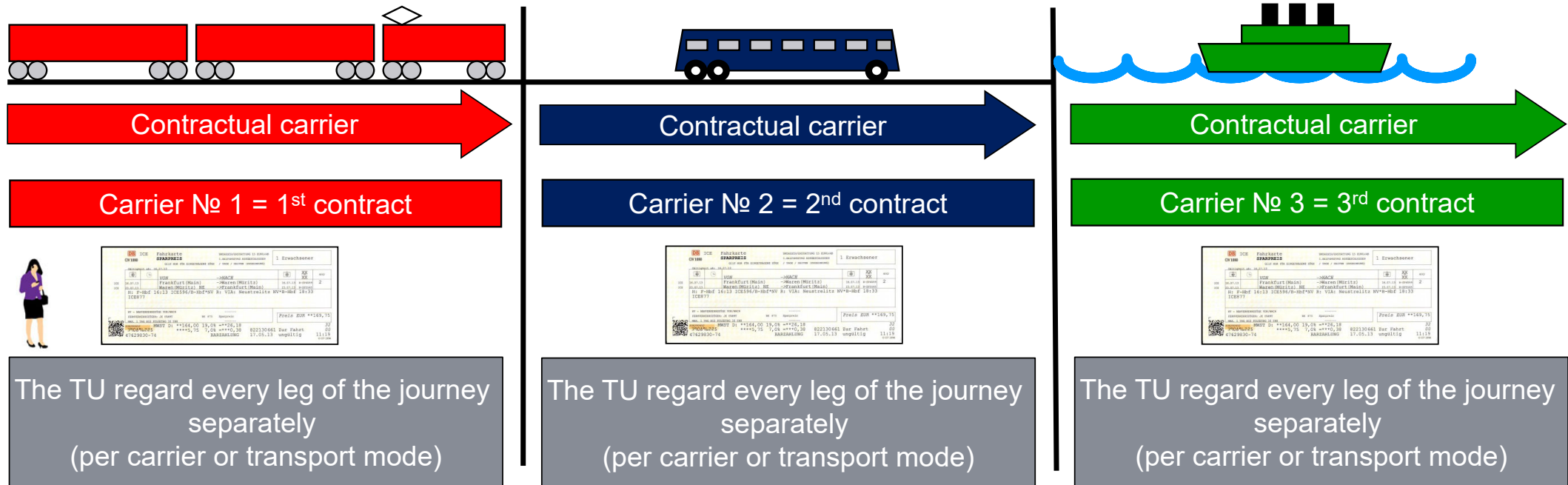


Basic rule: separate tickets, separate contracts



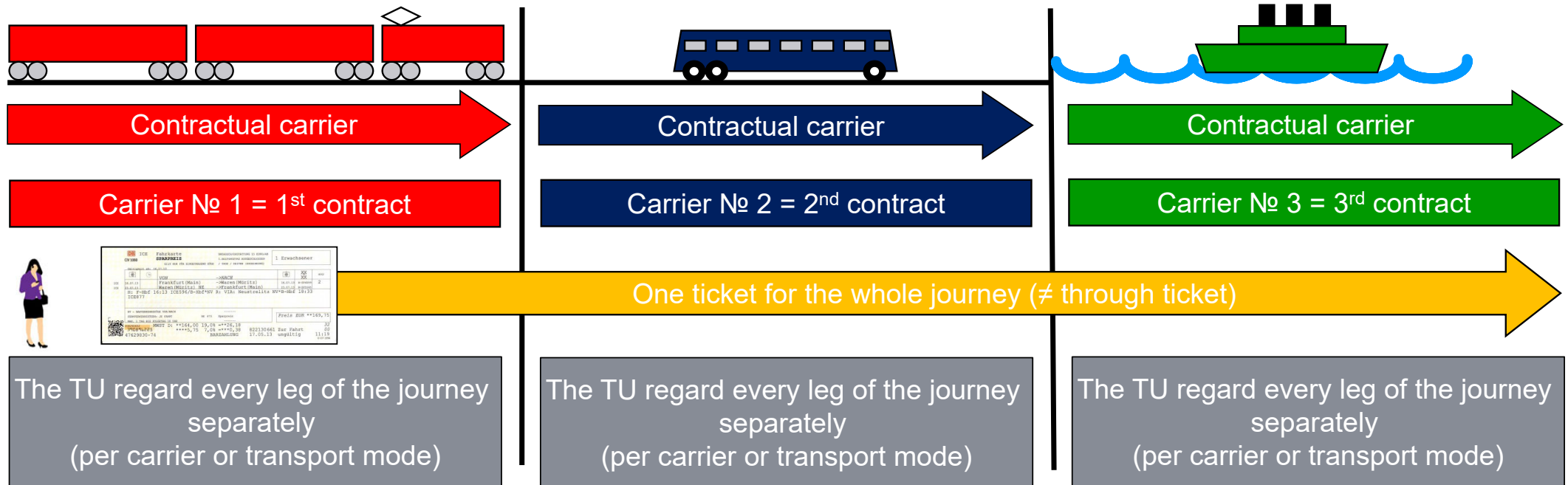
- Passenger rights only for the journey segment in each ticket
- Carriers may grant better conditions in their GCC

The same applies to multimodal journeys



- Passenger rights only for the journey segment in each ticket
- Carriers may grant better conditions in their GCC

Also possible: for different transport modes separate contracts of carriage – even if only one ticket is issued



- Passenger rights only for the journey segment in each transport mode
- Carriers may grant better conditions in their GCC

Due to the different legal regimes: split-up of the multimodal journey into different contracts in the GCC-CIV/PRR

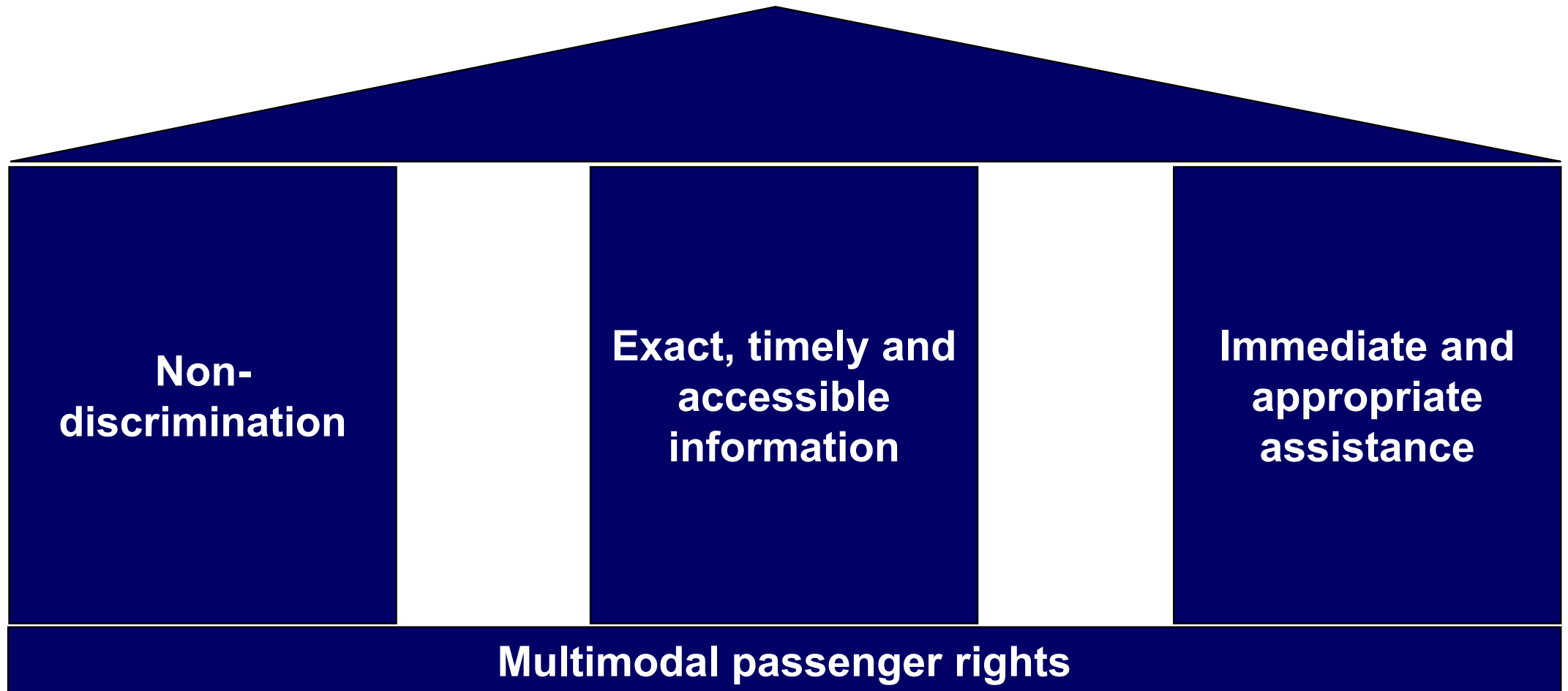


4.10 Si votre voyage fait intervenir des moyens de transport autres que le chemin de fer, veuillez noter que le transport par chacun de ces différents moyens de transport fait systématiquement l'objet d'un contrat de transport distinct, et ce même si le trajet dans son ensemble est couvert par un titre de transport unique. Les exceptions à cette règle sont mentionnées expressément dans les conditions particulières de transport du ou des transporteurs concernés.	4.10 Wenn Ihre Reise eine Beförderung mit einem anderen Verkehrsträger umfasst, beachten Sie bitte, dass für die Beförderung mit jedem einzelnen Verkehrsmittel stets ein separater Beförderungsvertrag gilt, auch wenn für die gesamte Reise ein einziger Beförderungsausweis ausgestellt wird. Ausnahmen von dieser Regel sind in den besonderen Beförderungsbedingungen des oder der beteiligten Beförderer ausdrücklich aufgeführt.	4.10 If your journey involves other modes of transport than rail please be aware that the ride on each different transport mode is always covered by a separate transport contract, even if the entire journey is covered by one ticket. Exceptions from this rule are expressly stated in the special conditions of carriage of the carrier(s) involved.
4.11 Par conséquent, les transferts entre deux gares par un moyen de transport autre que le chemin de fer (bus, tram, métro, taxi, vélo, par exemple), ou à pied, ne sont pas couverts par le contrat de transport ferroviaire. Ces transferts sont soumis aux dispositions légales applicables au mode de transport concerné.	4.11 Folglich ist der Transfer zwischen Bahnhöfen mit anderen Verkehrsträgern als der Eisenbahn (bspw. Bus, Tram, Metro, Taxi, Velo) oder zu Fuß nicht Gegenstand des Eisenbahnbeförderungsvertrages. Er erfolgt zu den für den betreffenden Verkehrsträger geltenden Rechtsvorschriften.	4.11 Consequently, transfers between railway stations by other modes than rail (e.g., by bus, tram, metro, taxi, bicycle) or on foot even within the same area ("conurbation") are not part of your contract of carriage by rail. Such transfers are carried out under the legal rules that apply to the respective transport mode.
4.12 Veuillez noter que les règles énoncées aux points 4.7 à 4.10 restent applicables et peuvent prévoir des exceptions au principe selon lequel un titre de transport unique matérialise un contrat de transport unique.	4.12 Bitte beachten Sie, dass die Bestimmungen der Punkte 4.7 bis 4.10 weiterhin gelten und dass diese Ausnahmen vom Grundsatz vorsehen können, wonach ein Beförderungsausweis einen einzigen Beförderungsvertrag darstellt.	4.12 Please note that the rules set out in points 4.7 - 4.10 still apply, and these may provide exceptions to the principle that one ticket represents a single contract of carriage.

In 2011, the Commission launched a paper on multimodal passenger rights – and in 2015 the EP one about ticketing



In the paper, the Commission saw 3 basic pillars for multimodal journeys



In the paper, the Commission saw 10 basic rights in multimodal transport (“the 10 multimodal commandments”)



- (1) Right to non-discrimination in access to transport**
- (2) Right to mobility: accessibility and assistance at no additional cost for disabled passengers and passengers with reduced mobility (PRM)**
- (3) Right to information before purchase and at the various stages of travel, notably in case of disruption**
- (4) Right to renounce travelling (reimbursement of the full cost of the ticket) when the trip is not carried out as planned**
- (5) Right to the fulfilment of the transport contract in case of disruption (rerouting and rebooking)**
- (6) Right to get assistance in case of long delay at departure or at connecting points**
- (7) Right to compensation under certain circumstances**
- (8) Right to carrier liability towards passengers and their baggage**
- (9) Right to a quick and accessible system of complaint handling**
- (10) Right to full application and effective enforcement of EU law**

