

PASSENGER CLAIMS CONFERENCE · LUXEMBOURG · 30 SEPTEMBER 2026

One journey. Multiple modes.

Experiences of Hellenic Train on
Multimodal Passenger Transport

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The passenger sees one trip. The law sees several contracts.



Passengers buy an outcome: arrival at destination.

The claim begins when that expectation meets a contractual boundary.

WHY MULTIMODAL—AND WHY NOW?

The same perceived journey can be sold through very different contracts.

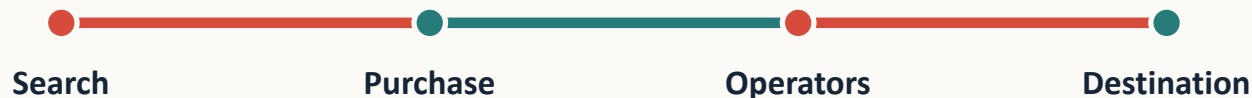
Train, metro, bus, taxi, ferry and air can be linked by separate purchases, one platform, an agent or a combined ticket.

SEPARATE TICKETS



Distinct contracts; protection usually ends at each boundary.

ONE PLATFORM / AGENT



One interface does not necessarily create one contract.

COMBINED TICKET



Protection can follow the journey—if the contract links the legs.

Rights are mode-specific. Journeys are not.

There is still no unified liability regime for multimodal passenger transport.

RAIL	AIR	BUS / COACH	SEA
Regulation (EU) 2021/782	Regulation (EC) 261/2004	Regulation (EU) 181/2011	Regulation (EU) 1177/2010

Regulation 2021/782 strengthens rail rights—but primarily governs the rail journey.

It reinforces through-tickets, information, assistance, reimbursement and compensation; the modal handover remains the weak point.

One ticket can clarify the journey. Multiple contracts fragment it.

The same missed connection can produce different rights depending on how the itinerary was sold.

Through-ticket / single rail contract

Clearer rights for missed connections, rerouting and compensation at the rail journey's final destination.

LINKED

Multiple transport contracts

Each leg is assessed separately; responsibility, causation and the claim handler may fragment.

FRAGMENTED

Integrated protection still needed

A passenger may buy one journey in practice but receive only mode-by-mode remedies in law.

JOURNEY GAP

THE GREEK THROUGH-TICKET PARADOX

Hellenic Train applies through-ticket protection train-to-train—not train-to-bus.

The distinction persists even where the bus is used to keep the rail service operating.

Train → train	Through-ticket rules can link the rail services and protect the connection through the rail journey.	THROUGH
Train → bus	A through-ticket is not offered when the itinerary includes a bus, even if it forms part of the rail service.	EXCLUDED
Operational consequence	The contractual boundary can move although the passenger remains inside one operator-managed journey.	PARADOX

Why it matters

After Tempi and Storm Daniel, prolonged rail disruption made replacement buses a recurring part of real journeys.

MULTIMODAL BY NECESSITY

Rail-replacement buses expose a legal gap created by operational continuity.

After Tempi and Storm Daniel, replacement road transport was not exceptional for many passengers—it was the route.

SERVICE IDENTITY



Is the bus part of the rail contract?

APPLICABLE REGIME



Does rail passenger-rights law follow the replacement service?

LIABILITY



Who is liable—and who answers the passenger?

THE AIRPORT CONNECTION

Athens Airport creates the classic independently ticketed claim gap.

Greece has not developed integrated AirRail products comparable to Lufthansa–DB or Air France–SNCF.

CONTRACT



One journey to the passenger—but one contract or several?

CLAIM HANDLER



Who receives the claim, and is any joint liability available?

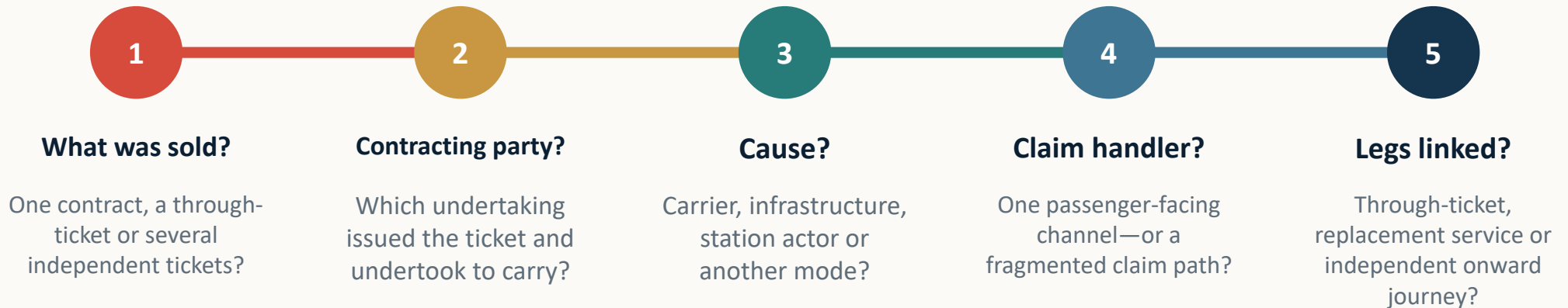
TICKET STRUCTURE



Rail protection can be linked; the independent flight usually remains outside it.

Before calculating compensation, identify the journey's legal architecture.

The answers determine rights, assistance, causation, evidence and possible recourse.



The incident starts the complaint. The contract structure determines its path.

WHAT PASSENGERS ACTUALLY CLAIM

The claim rarely stops at the rail ticket.

A broken connection creates a chain of requested losses and service complaints.

01 Missed connections

Flights, ferries, coaches and onward rail services

02 Recovery costs

Taxi, hotel, meals and alternative transport

03 Consequential loss

Unused accommodation, events and later bookings

04 Information failure

Late notice, no clear contact point and incomplete records



Contract · carrier · separate legs · force majeure · causation · evidence

Similar outcomes can produce different goodwill and causation decisions.

A

Rail failure → Athens Airport → Frankfurt

Prolonged immobilisation; flight missed.

RESPONSE

Replacement flight approved; first hotel night assessed separately.

B

Rail delay → Airport → Ioannina

Flight missed; taxi and coach costs also claimed.

RESPONSE

Air ticket approved; additional recovery costs rejected.

C

Operational failures → Airport → Mykonos

Bus and taxi transfers; flight missed.

RESPONSE

Contracted hotel and replacement flight approved.

A wildfire and network interruption affected Chalkida–Athens–Kiato–Patras.

Rail and road substitution kept passengers moving until the journey could safely continue.

DISRUPTION



The planned journey could not continue.

IMMEDIATE ASSISTANCE



Shelter and workable transport stabilised the passengers.

PRACTICAL LESSON



Assistance can be more valuable than compensation.

A 31-minute delay broke the Palaiofarsalos–Kalambaka bus connection.

PASSENGER NEED

An older passenger with reduced mobility needed a taxi after the bus was missed.

- Plan realistic connection time.
- Coordinate the alternative proactively.
- Make the payment method usable.

Equal treatment may require a different treatment

REIMBURSEMENT FRICTION

The proposed method required upfront payment and proof.

- The passenger resisted paying first.
- A formal remedy may be unusable in practice.
- Assistance must respond to the individual need.

Accessibility duties are substantive—not merely economic.

A strike cancellation exposed the cost of late or ineffective contact.

DISRUPTION

Athens–Thessaloniki was cancelled; the passenger reached Livadeia and used KTEL.

- Contact details were available.
- The passenger reported no timely notice.
- Taxi, meals, hotel and onward costs followed.

A message sent too late can become part of the claimed loss.

HANDLING BOUNDARY

Alternative road transport and refreshments were recognised.

- KTEL fare difference approved.
- Refreshments approved.
- Independent onward trip not fully recoverable.

Cross-modal loss still turns on contract and causation.

WHAT HAVE WE LEARNED?

Legal interpretation, customer care and operational cooperation currently bridge the gaps.

01	Journey / contract gap	Passengers see one journey; claims increasingly extend beyond rail.
02	Responsibility gap	Responsibility becomes unclear at the modal or operator boundary.
03	Information gap	Clear, timely information can prevent disputes and reduce complaints.
04	Documentation gap	Records are essential for causation, consistency and a credible answer.
05	Goodwill gap	Transparent, proportionate goodwill can be more effective than litigation.

PRACTICE FILLS THE GAP

- One passenger contact point
- Transparent information
- Shared documentation
- Accessible assistance
- Operational cooperation

ALLOCATION OF RESPONSIBILITY

For the passenger: one contact point. Behind it: several legal and operational layers.

LAYER	PRIMARY ROLE	CLAIMS-HANDLING FOCUS
 Claims interface	Issuing / contracting undertaking	Receive and triage; explain the ticket structure; coordinate the passenger-facing answer.
 Operational assistance	Carrier / service control	Provide information, rerouting, accommodation and accessible alternatives.
 Cause and evidence	Infrastructure / station actors	Supply facts, timings and records; support causation analysis, internal allocation and recourse.
 Independent onward leg	Air / bus / sea carrier	The onward contract remains separate unless the journey is legally or contractually linked.

One front door improves the passenger experience; final liability remains contract- and fact-specific.

CIV already links contracts, carriers and temporary modal substitution within defined conditions.

01	Single contract	Certain road or sea legs can fall within CIV when they supplement one international rail contract.
02	Carrier concepts	Contracting, successive and substitute carriers organise performance and responsibility.
03	Temporary substitution	If rail is suspended and another mode carries passengers, CIV can preserve a rail-law bridge.
04	Delay / missed connection	Article 32 addresses reasonable accommodation and notification costs, subject to defences.
05	Claims and recourse	Passenger-facing action and internal recourse can be separated.

MODEL—NOT COMPLETE ANSWER

- One contract architecture
- One passenger-facing claim
- Defined handovers
- Internal recourse
- Mode-neutral ambition

Passenger protection should follow the journey.

- 01 Connect legal responsibility.
- 02 Connect operational assistance.
- 03 Connect information and claim handling.

One passenger
experience.
Several contracts.
A bridge still to build.

Thank you

"The life of the law has not been logic; it has been experience."

Oliver Wendell Holmes Jr.