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(Legislative acts)

REGULATIONS

REGULATION (EU) 2021/782 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL**of 29 April 2021****on rail passengers' rights and obligations****(recast)****(Text with EEA relevance)**

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 91(1) thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee ⁽¹⁾,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure ⁽²⁾,

Whereas:

- (1) A number of amendments are to be made to Regulation (EC) No 1371/2007 of the European Parliament and of the Council ⁽³⁾ in order to enhance protection for passengers and to encourage an increase in rail travel, whilst having due regard in particular to Articles 11, 12 and 14 of the Treaty on the Functioning of the European Union (TFEU). In view of those amendments and in the interests of clarity, Regulation (EC) No 1371/2007 should therefore be recast.

⁽¹⁾ OJ C 197, 8.6.2018, p. 66.

⁽²⁾ Position of the European Parliament of 15 November 2018 (OJ C 363, 28.10.2020, p. 296) and position of the Council at first reading of 25 January 2021 (OJ C 68, 26.2.2021, p. 1). Position of the European Parliament of 29 April 2021 (not yet published in the Official Journal).

⁽³⁾ Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14).

- (2) In the framework of the common transport policy, it is important to safeguard users' rights for rail passengers and to improve the quality and effectiveness of rail passenger services in order to help increase the share of rail transport in relation to other modes of transport.
- (3) Despite considerable progress having been made in protecting consumers in the Union, further improvements to the protection of rail passengers' rights still need to be made.
- (4) In particular, since the rail passenger is the weaker party to the transport contract, rail passengers' rights should be safeguarded.
- (5) Granting the same rights to rail passengers taking international and domestic journeys seeks to raise the level of consumer protection in the Union, to ensure a level playing field for railway undertakings and to guarantee a uniform level of passengers' rights. Passengers should receive as precise information as possible on their rights. As certain modern formats of tickets do not physically allow information to be printed on them, it should be possible to provide the information required by this Regulation by other means.
- (6) Rail services offered strictly for historic or touristic use do not usually serve normal transport needs. Such services are usually isolated from the rest of the Union rail system and use technology that may limit their accessibility. With the exception of certain provisions which should apply to all rail passenger services throughout the Union, Member States should be able to grant exemptions from the application of the provisions of this Regulation to rail services offered strictly for historic or touristic use.
- (7) Urban, suburban and regional rail passenger services are different in character from long-distance rail passenger services. Member States should therefore be allowed to exempt such services from certain provisions of this Regulation on passengers' rights. Such exemptions should however not apply to essential rules, in particular not to those provisions relating to non-discriminatory conditions of transport contracts, to the right to purchase rail tickets without undue difficulty, to the railway undertakings' liability in respect of passengers and their luggage, to the requirement that railway undertakings be adequately insured and to the requirement that adequate measures be taken to ensure passengers' personal security in railway stations and on trains. Regional services are more integrated in the rest of the Union rail system and the journeys concerned are longer. For regional rail passenger services, possible exemptions should therefore be restricted even further. As regards regional rail passenger services, exemptions to the provisions of this Regulation that facilitate the use of rail services by persons with disabilities or persons with reduced mobility should be completely phased out, and exemptions should not apply as regards provisions of this Regulation promoting the use of bicycles. In addition, the possibility to exempt regional services from certain obligations as regards the provision of through-tickets and re-routing should be limited in time.
- (8) It is an aim of this Regulation to improve rail passenger services within the Union. Therefore, Member States should be able to grant exemptions for services in regions where a significant part of the service is operated outside the Union.
- (9) Furthermore, to allow a smooth transition from the framework established pursuant to Regulation (EC) No 1371/2007 to the one under this Regulation, earlier national exemptions should be phased out gradually to ensure the necessary legal certainty and continuity. Member States which currently have in place exemptions pursuant to Article 2(4) of Regulation (EC) No 1371/2007 should be allowed to exempt domestic rail passenger services only from the provisions of this Regulation that require significant adaptation and, in any event, only for a limited period in time. Member States should also be allowed, for a transitional period, to grant an exemption

from the obligation to distribute traffic and travel information among operators, but only where it is not technically feasible for the infrastructure manager to provide real-time data to any railway undertaking, ticket vendor, tour operator or station manager. An assessment of what is technically feasible should be made at least every two years.

- (10) Member States should inform the Commission when they exempt rail passenger services from the application of certain provisions of this Regulation. When providing this information, Member States should explain the reasons for granting such exemptions and the measures taken or envisaged to comply with the obligations under this Regulation when the exemptions concerned expire.
- (11) Where there are several station managers responsible for one station, Member States should have the possibility to designate the body tasked with the responsibilities referred to in this Regulation.
- (12) Access to real-time travel information, including that on tariffs, makes rail travel more accessible to new customers and provides them with a wider range of journey possibilities and tariffs to choose from. Railway undertakings should provide other railway undertakings, ticket vendors and tour operators that sell their services with access to such travel information and give them the possibility to make and cancel reservations in order to facilitate rail travel. Infrastructure managers should distribute real-time data relating to the arrival and the departure of trains to railway undertaking and station managers, as well as to ticket vendors and tour operators in order to facilitate rail travel.
- (13) More detailed requirements regarding the provision of travel information are set out in the technical specifications for interoperability referred to in Commission Regulation (EU) No 454/2011 ⁽⁴⁾.
- (14) Strengthening of the rights of rail passengers should build on the existing international law contained in Appendix A – Uniform rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV) – to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as modified by the Protocol for the modification of the Convention concerning International Carriage by Rail of 3 June 1999 (1999 Protocol). However, it is desirable to extend the scope of this Regulation and protect not only international passengers but domestic passengers too. On 23 February 2013, the Union acceded to the COTIF.
- (15) Member States should prohibit discrimination on the basis of the nationality of the passenger or the place of establishment within the Union of the railway undertaking, ticket vendor or tour operator. However, social tariffs and the encouragement of wider use of public transport should not be prohibited, provided that such measures are proportionate and independent of the nationality of the passenger concerned. Railway undertakings, ticket vendors and tour operators are free to determine their commercial practices, including the use of special offers and the promotion of certain sales channels. In light of the development of online platforms selling passenger transport tickets, Member States should pay special attention to ensuring that no discrimination occurs during the process of accessing online interfaces or purchasing tickets. Furthermore, regardless of how a certain type of a ticket is purchased, the level of protection of the passenger should be the same.
- (16) The increasing popularity of cycling across the Union has implications for overall mobility and tourism. An increase in the use of both railways and cycling in the modal split reduces the environmental impact of transport. Therefore, railway undertakings should facilitate the combination of cycling and train journeys as much as possible. In particular, when acquiring new rolling stock or making a major upgrade to existing rolling stock, they should provide an adequate number of places for bicycles unless the acquisition or upgrade concerns restaurant cars, sleeping cars or couchette cars. In order to avoid a negative impact on the safety performance of the existing rolling stock, that obligation should only apply in cases of a major upgrade requiring a new vehicle authorisation for placement on the market.

⁽⁴⁾ Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem 'telematics applications for passenger services' of the trans-European rail system (OJ L 123, 12.5.2011, p. 11).

- (17) The adequate number of bicycle places for a train composition should be determined taking into consideration the size of train composition, the type of service and the demand for transport of bicycles. Railway undertakings should have the possibility to establish plans with concrete numbers of bicycle places for their services, after consulting the public. Where railway undertakings choose not to establish plans, a statutory number should apply. That statutory number should also serve as guidance by railway undertakings when establishing their plans. A number which is below the statutory number should be considered adequate only where it is justified by special circumstances such as operation of rail services in winter time where there is clearly no or low demand for the transport of bicycles. Furthermore, in some Member States demand for the transport of bicycles is particularly high as regards certain types of services. Therefore, Member States should have the possibility to determine the minimum adequate numbers of bicycle places for certain types of services. These numbers should prevail over the concrete numbers as mentioned in any plans of the railway undertakings. This should not impede the free movement of railway rolling stock within the Union. Passengers should be informed of the space available for bicycles.
- (18) The rights and obligations regarding carriage of bicycles on trains should apply to bicycles that can be readily ridden prior to and after the rail journey. Carriage of bicycles in packages and bags, as applicable, is covered by the provisions of this Regulation relating to luggage.
- (19) Rail passengers' rights to rail services include the receipt of information regarding the service both before and during the journey. Railway undertakings, ticket vendors and tour operators should provide general information on the rail service in advance of travel. That information should be provided in accessible formats for persons with disabilities or persons with reduced mobility. Railway undertakings and, where possible, ticket vendors and tour operators should provide the passenger during the journey with further information required by this Regulation. Where a station manager has such information, he or she should also provide the information to the passengers.
- (20) The size of ticket vendors varies substantially from micro to large enterprises and some ticket vendors offer their services only offline or only online. The obligation to provide travel information to passengers should therefore be proportional to the different sizes, and therefore the different capacities, of the ticket vendors.
- (21) This Regulation should not prevent railway undertakings, tour operators or ticket vendors from offering to passengers more favourable conditions than those laid down in this Regulation. However, this Regulation should not lead to a railway undertaking being bound by more favourable contractual conditions offered by a tour operator or ticket vendor, unless an arrangement between the railway undertaking and the tour operator or the ticket vendor provides otherwise.
- (22) Through-tickets allow seamless journeys for passengers and therefore all reasonable efforts should be made to offer such tickets for long-distance, urban, suburban and regional rail passenger services, whether international or domestic, including rail passenger services exempted under this Regulation. It should be possible, for the purpose of determining the total delay for which compensation is available, to exclude periods of delay that occurred during the parts of the journey relating to rail services exempted under this Regulation.
- (23) Regarding services operated by the same railway undertaking, the transfer of rail passengers from one service to another should be facilitated by the introduction of an obligation to provide through-tickets, since no commercial agreements between railway undertakings are needed. The requirement to provide through-tickets should also apply to services operated by railway undertakings belonging to the same owner or which are wholly-owned subsidiaries of one of the railway undertakings providing rail services comprised in the journey. The railway undertaking should have the possibility to specify on the through-ticket the time of departure of each rail service, including regional services, for which the through-ticket is valid.

- (24) Passengers should be clearly informed whether tickets sold by a railway undertaking in a single commercial transaction constitute a through-ticket. Where passengers are not correctly informed, the railway undertaking should be liable as if those tickets were a through-ticket.
- (25) The offer of through-tickets should be promoted. However, correct information concerning the rail service is essential also when passengers buy tickets from a ticket vendor or a tour operator. Where the ticket vendors or the tour operators sell separate tickets as a bundle, they should clearly inform the passenger that those tickets do not offer the same level of protection as through-tickets and that those tickets have not been issued as through-tickets by the railway undertaking or railway undertakings providing the service. Where ticket vendors or tour operators fail to comply with this requirement, their liability should go beyond the reimbursement of the tickets.
- (26) When offering through-tickets, it is important that the railway undertakings take into account realistic and applicable minimum connection times when originally booked, as well as any relevant factors such as the size and location of the respective stations and platforms.
- (27) In light of the United Nations Convention on the Rights of Persons with Disabilities and in order to give persons with disabilities and persons with reduced mobility opportunities for rail travel comparable to those of other citizens, rules for non-discrimination and assistance during their journey should be established. Persons with disabilities and persons with reduced mobility have the same rights as all other citizens to free movement and to non-discrimination. Inter alia, special attention should be given to the provision of information to persons with disabilities and persons with reduced mobility concerning the accessibility of rail services, access conditions of rolling stock and the facilities on board. In order to provide passengers with sensory impairment with the best information on delays, visual and audible systems should be used, as appropriate. Persons with disabilities should be enabled to buy tickets on board a train without extra charges where there is no accessible means to buy a ticket prior to boarding the train. However, there should be a possibility to limit this right in circumstances relating to security or compulsory train reservation. Staff should be adequately trained to respond to the needs of persons with disabilities and persons with reduced mobility, in particular when providing assistance. To ensure equal travel conditions, assistance should be provided to such persons at stations and on board or, in the absence of trained accompanying staff on board the train and at the station, all reasonable efforts should be taken to allow access to travel by rail.
- (28) Railway undertakings and station managers should actively cooperate with organisations representing people with disabilities in order to improve the quality of accessibility of transport services.
- (29) In order to facilitate access to rail passenger services for persons with disabilities and persons with reduced mobility, Member States should have the possibility to require railway undertakings and station managers to set up national Single Points of Contact to coordinate information and assistance.
- (30) In order to ensure that assistance to persons with disabilities and persons with reduced mobility is provided, for practical reasons it is necessary to notify the railway undertaking, the station manager, the ticket vendor or the tour operator in advance of the need for assistance. While this Regulation establishes a common maximum time period for such pre-notifications, voluntary arrangements providing for shorter periods are valuable where they improve the mobility of persons with disabilities and persons with reduced mobility. To guarantee the widest possible distribution of information concerning such reduced time periods, it is important that the Commission includes in its report on the implementation and results of this Regulation information on the development of reduced pre-notification arrangements and related dissemination of information.

- (31) Railway undertakings and station managers should take into account the needs of persons with disabilities and persons with reduced mobility, through compliance with Directive (EU) 2019/882 of the European Parliament and of the Council ⁽⁵⁾ and Commission Regulation (EU) No 1300/2014 ⁽⁶⁾. Where this Regulation refers to provisions of Directive (EU) 2019/882, those provisions should be applied by the Member States from 28 June 2025 and in accordance with the transitional measures laid down in Article 32 of that Directive. With regard to rail passenger services, the scope of those provisions is set out in point (c) of Article 2(2) of that Directive.
- (32) Certain animals are trained to assist persons with disabilities to enable them to be independently mobile. For such mobility it is essential that those animals can be taken on board trains. This Regulation establishes common rights and obligations as regards assistance dogs. However, Member States should have the possibility to conduct trials using other mobility assistance animals and to allow them on board trains in their domestic rail services. It is important that the Commission monitors the development regarding this matter in view of future work on mobility assistance animals.
- (33) It is desirable that this Regulation creates a system of compensation for passengers in the case of delay, including in cases where the delay is caused by a cancellation of a service or a missed connection. In the event of a delay of a rail passenger service, railway undertakings should provide passengers with compensation based on a percentage of the ticket price.
- (34) Railway undertakings should be obliged to be insured, or to have adequate guarantees, for their liability to rail passengers in the event of accident.
- (35) Strengthened rights of compensation and assistance in the event of delay, missed connection or cancellation of a service should lead to greater incentives for the rail passenger market, to the benefit of passengers.
- (36) In the event of delay, passengers should be provided with continued or re-routed transport options under comparable transport conditions. The needs of persons with disabilities and persons with reduced mobility should be taken into account in such an event.
- (37) However, a railway undertaking should not be obliged to pay compensation if it can prove that the delay was caused by extraordinary circumstances such as extreme weather conditions or major natural disasters endangering the safe operation of the service. Any such event should have the character of an exceptional natural catastrophe, as distinct from normal seasonal weather conditions such as autumnal storms or regularly-occurring urban flooding caused by tides or snowmelt. In addition, a railway undertaking should not be obliged to pay compensation if it can prove that the delay was caused by a major public health crisis, such as a pandemic. Furthermore, where the delay is caused by the passenger or by certain acts of third parties, the railway undertaking should not be obliged to provide compensation for the delay. Railway undertakings should prove that they could neither foresee nor avoid such events, nor could they prevent the delay, even if all reasonable measures had been taken, including appropriate preventive maintenance of their rolling stock. Strikes by the personnel of the railway undertaking, and actions or omissions by other railway operators using the same infrastructure, infrastructure manager

⁽⁵⁾ Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

⁽⁶⁾ Commission Regulation (EU) No 1300/2014 of 18 November 2014 on the technical specifications for interoperability relating to accessibility of the Union's rail system for persons with disabilities and persons with reduced mobility (OJ L 356, 12.12.2014, p. 110).

or station manager, should not affect the liability for delays. The circumstances in which railway undertakings are not obliged to pay compensation should be objectively justified. Where a communication or a document of the railway infrastructure manager, a public authority or other body independent from the railway undertakings, indicating the circumstances on which the railway undertaking relies in order to be exempt from the obligation to pay compensation, is available to railway undertakings, they should bring such communications or documents to the attention of passengers and, where relevant, to that of the authorities concerned.

- (38) Railway undertakings should be encouraged to simplify the procedure for passengers to apply for compensation or reimbursement. In particular, Member States should have the possibility to require that railway undertakings accept applications by certain means of communication, such as on websites or by using mobile applications, provided that such requirements are not discriminatory.
- (39) In order to make it easier for passengers to request reimbursement or compensation in accordance with this Regulation, forms that are valid throughout the Union should be established for such requests. Passengers should have the possibility to submit their requests by using such a form.
- (40) In cooperation with infrastructure managers and station managers, railway undertakings should prepare contingency plans to minimise the impact of major disruptions by providing stranded passengers with adequate information and care.
- (41) It is also desirable to relieve accident victims and their dependants of short-term financial concerns in the period immediately after an accident.
- (42) It is in the interests of rail passengers that adequate measures be taken, in agreement with public authorities, to ensure their personal security at stations as well as on board trains.
- (43) Rail passengers should be able to submit a complaint to any railway undertaking involved, to the station managers of certain stations or, where appropriate, to ticket vendors and tour operators regarding their respective fields of responsibilities on the rights and obligations conferred by this Regulation. Rail passengers should be entitled to receive a response within a reasonable period of time.
- (44) In the interest of efficient handling of complaints, railway undertakings and station managers should have the right to establish joint customer services and complaint-handling mechanisms. Information on the complaint-handling procedures should be publicly available and easily accessible to all passengers.
- (45) This Regulation should not affect the rights of passengers to file a complaint with a national body or to seek legal redress through national procedures.
- (46) Railway undertakings and station managers should define, manage and monitor service quality standards for rail passenger services. Railway undertakings should also make information on their service quality performance publicly available.

- (47) In order to maintain a high level of consumer protection in rail transport, Member States should be required to designate national enforcement bodies to monitor closely the application of this Regulation and to enforce it at national level. Those bodies should be able to take a variety of enforcement measures. Passengers should be able to complain to those bodies about alleged infringements of the Regulation. To ensure the satisfactory handling of such complaints, the bodies should also cooperate with the national enforcement bodies of other Member States.
- (48) Member States which have no railway system, and no immediate prospect of having one, would bear a disproportionate and pointless burden if they were subject to the enforcement obligations as regards station managers and infrastructure managers provided for by this Regulation. The same applies to enforcement obligations as regards railway undertakings for as long as a Member State has not licensed any railway undertaking. Therefore, such Member States should be exempted from those obligations.
- (49) Processing of personal data should be carried out in accordance with Union law on the protection of personal data, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council ⁽⁷⁾.
- (50) Member States should lay down penalties applicable to infringements of this Regulation and ensure that these penalties are applied. The penalties, which might include the payment of compensation to the person in question, should be effective, proportionate and dissuasive.
- (51) Since the objectives of this Regulation, namely the development of the Union's railways and the strengthening of rail passengers' rights, cannot be sufficiently achieved by the Member States, and can therefore be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve those objectives.
- (52) In order to ensure a high level of passenger protection, the power to adopt acts in accordance with Article 290 TFEU should be delegated to the Commission to amend Annex I in respect of the CIV Uniform Rules and to adjust the minimum amount of the advance payment in the event of death of a passenger in view of changes in the EU-wide Harmonised Index of Consumer Prices. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making ⁽⁸⁾. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council receive all documents at the same time as Member States' experts, and their experts systematically have access to meetings of Commission expert groups dealing with the preparation of delegated acts.
- (53) In order to ensure uniform conditions for the implementation of this Regulation, implementing powers should be conferred on the Commission. Those powers should be exercised in accordance with Regulation (EU) No 182/2011 of the European Parliament and of the Council ⁽⁹⁾.

⁽⁷⁾ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.5.2016, p. 1).

⁽⁸⁾ OJ L 123, 12.5.2016, p. 1.

⁽⁹⁾ Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by the Member States of the Commission's exercise of implementing powers (OJ L 55, 28.2.2011, p. 13).

- (54) This Regulation respects fundamental rights and observes the principles recognised in the Charter of Fundamental Rights of the European Union, in particular Articles 21, 26, 38 and 47 concerning, respectively, the prohibition of any form of discrimination, the integration of persons with disabilities, the ensuring of a high level of consumer protection, and the right to an effective remedy and to a fair trial. The Member States' courts must apply this Regulation in a manner consistent with these rights and principles,

HAVE ADOPTED THIS REGULATION:

CHAPTER I

GENERAL PROVISIONS

Article 1

Subject matter and objectives

In order to provide for effective protection of passengers and encourage rail travel, this Regulation establishes rules applicable to rail transport as regards the following:

- (a) non-discrimination between passengers with regard to transport conditions and the provision of tickets;
- (b) the liability of railway undertakings and their insurance obligations for passengers and their luggage;
- (c) passengers' rights in the event of an accident arising from the use of railway services and resulting in death, personal injury or loss of, or damage to, their luggage;
- (d) passengers' rights in the event of disruption, such as cancellation or delay, including their right to compensation;
- (e) minimum and accurate information, including on the issuing of tickets, to be provided in an accessible format and in a timely manner to passengers;
- (f) non-discrimination against, and assistance for, persons with disabilities and persons with reduced mobility;
- (g) the definition and monitoring of service quality standards and the management of risks to the personal security of passengers;
- (h) the handling of complaints;
- (i) general rules on enforcement.

Article 2

Scope

1. This Regulation shall apply to international and domestic rail journeys and services throughout the Union provided by one or more railway undertakings licensed in accordance with Directive 2012/34/EU of the European Parliament and of the Council ⁽¹⁰⁾.
2. Member States may exempt from the application of this Regulation services which are operated strictly for historical or touristic use. That exemption does not apply in relation to Articles 13 and 14.

⁽¹⁰⁾ Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (OJ L 343, 14.12.2012, p. 32).

3. Exemptions granted in accordance with Article 2(4) and (6) of Regulation (EC) No 1371/2007 before 6 June 2021 shall remain valid until the date that those exemptions expire. Exemptions granted in accordance with Article 2(5) of Regulation (EC) No 1371/2007 before 6 June 2021 shall remain valid until 7 June 2023.

4. Before the expiry of an exemption to the domestic rail passenger services granted pursuant to Article 2(4) of Regulation (EC) No 1371/2007, Member States may exempt such domestic rail passenger services from the application of Articles 15, 17 and 19, points (a) and (b) of Article 20(2) and Article 30(2) of this Regulation for an additional period of no more than five years.

5. Until 7 June 2030 Member States may provide that Article 10 shall not apply where it is not technically feasible for an infrastructure manager to distribute real-time data within the meaning of Article 10(1) to any railway undertaking, ticket vendor, tour operator or station manager. At least every two years, the Member States shall reassess the extent to which it is technically feasible to distribute such data.

6. Subject to paragraph 8, Member States may exempt the following services from the application of this Regulation:

(a) urban, suburban and regional rail passenger services;

(b) international rail passenger services of which a significant part, including at least one scheduled station stop, is operated outside the Union.

7. Member States shall inform the Commission of exemptions granted pursuant to paragraphs 2, 4, 5 and 6 and shall present the reasons for those exemptions.

8. Exemptions granted in accordance with point (a) of paragraph 6 shall not apply in relation to Articles 5, 11, 13, 14, 21, 22, 27 and 28.

Where those exemptions concern regional rail passenger services, they shall also not apply in relation to Articles 6 and 12, Article 18(3) and Chapter V.

Notwithstanding the second subparagraph of this paragraph, exemptions concerning regional rail passenger services to the application of Articles 12(1) and 18(3) may apply until 7 June 2028.

Article 3

Definitions

For the purposes of this Regulation the following definitions apply:

(1) 'railway undertaking' means a railway undertaking as defined in point (1) of Article 3 of Directive 2012/34/EU;

(2) 'infrastructure manager' means an infrastructure manager as defined in point (2) of Article 3 of Directive 2012/34/EU;

(3) 'station manager' means an organisational entity in a Member State, which has been made responsible for the management of one or more railway stations and which may be the infrastructure manager;

- (4) 'tour operator' means an organiser or retailer as defined in points (8) and (9) respectively of Article 3 of Directive (EU) 2015/2302 of the European Parliament and of the Council ⁽¹⁾ other than a railway undertaking;
- (5) 'ticket vendor' means any retailer of rail transport services selling tickets, including through-tickets, on the basis of a contract or other arrangement between the retailer and one or more railway undertakings;
- (6) 'transport contract' means a contract of rail carriage for reward or free of charge between a railway undertaking and a passenger for the provision of one or more transport services;
- (7) 'ticket' means valid evidence, regardless of its form, of the conclusion of a transport contract;
- (8) 'reservation' means an authorisation, on paper or in electronic form, giving entitlement to transportation subject to previously confirmed personalised transport arrangements;
- (9) 'through-ticket' means a through-ticket as defined in point (35) of Article 3 of Directive 2012/34/EU;
- (10) 'service' means a passenger rail transport service that operates between rail stations according to a timetable, including transport services offered for re-routing;
- (11) 'journey' means the carriage of a passenger between a station of departure and a station of arrival;
- (12) 'domestic rail passenger service' means a rail passenger service which does not cross a border of a Member State;
- (13) 'urban and suburban rail passenger service' means a rail passenger service within the meaning of point (6) of Article 3 of Directive 2012/34/EU;
- (14) 'regional rail passenger service' means a rail passenger service within the meaning of point (7) of Article 3 of Directive 2012/34/EU;
- (15) 'long-distance rail passenger service' means a rail passenger service which is not an urban, a suburban or a regional rail passenger service;
- (16) 'international rail passenger service' means a rail passenger service crossing at least one border of a Member State the principal purpose of which is to carry passengers between stations located in different Member States or in a Member State and a third country;
- (17) 'delay' means the time difference between the time the passenger was scheduled to arrive in accordance with the published timetable and the time of his or her actual or expected arrival at the station of final destination;
- (18) 'arrival' means the moment when the doors of the train are opened on the destination platform and disembarkation is allowed;

⁽¹⁾ Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

- (19) 'travel pass' or 'season ticket' means a ticket for an unlimited number of journeys which provides the authorised holder with rail travel on a particular route or network during a specified period;
- (20) 'missed connection' means a situation where a passenger misses one or more services in the course of a rail journey, sold in the form of a through-ticket, as a result of the delay or cancellation of one or more previous services, or of the departure of a service before the scheduled departure time;
- (21) 'person with disabilities' and 'person with reduced mobility' mean any person who has a permanent or temporary physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder his or her full and effective use of transport on an equal basis with other passengers or whose mobility when using transport is reduced due to age;
- (22) 'station' means a location on a railway where a rail passenger service can start, stop or end.

CHAPTER II

TRANSPORT CONTRACT, INFORMATION AND TICKETS

Article 4

Transport contract

Subject to the provisions of this Chapter, the conclusion and performance of a transport contract and the provision of information and tickets shall be governed by the provisions of Title II and Title III of Annex I.

Article 5

Non-discriminatory contract conditions and tariffs

Without prejudice to social tariffs, railway undertakings, ticket vendors or tour operators shall offer contract conditions and tariffs to the general public without direct or indirect discrimination on the basis of the passenger's nationality or of the place of establishment within the Union of the railway undertaking, ticket vendor or tour operator.

The first paragraph of this Article also applies to railway undertakings and ticket vendors when accepting reservations from passengers in accordance with Article 11.

Article 6

Bicycles

1. Subject to the limitations set out in paragraph 3, and where appropriate for a reasonable fee, passengers shall be entitled to take bicycles on board the train.

On trains for which a reservation is required, it shall be possible to make a reservation for the carriage of a bicycle.

Where a passenger has made a reservation for a bicycle and the carriage of that bicycle is refused without a duly justified reason, the passenger shall be entitled to re-routing or reimbursement in accordance with Article 18, compensation in accordance with Article 19 and assistance in accordance with Article 20(2).

2. Where designated places for bicycles are available on board the train, passengers shall stow their bicycles in such places. Where such places are not available, passengers shall keep their bicycles under supervision, and shall make all reasonable efforts to ensure that their bicycles cause no harm or damage to other passengers, mobility equipment, luggage or rail operations.

3. Railway undertakings may restrict the right of passengers to take bicycles on board the train for safety or operational reasons, in particular as a result of capacity limits applicable during peak hours, or where rolling stock does not permit it. Railway undertakings may also restrict the carriage of bicycles based on the weights and dimensions of the bicycles concerned. They shall publish their conditions for the transport of bicycles, including up-to-date information on the availability of capacity, by using the telematics applications referred to in Regulation (EU) No 454/2011 on their official websites.

4. When initiating procurement procedures for new rolling stock, or when performing a major upgrade of existing rolling stock resulting in the need for a new vehicle authorisation for placing on the market pursuant to Article 21(12) of Directive (EU) 2016/797 of the European Parliament and of the Council ⁽¹²⁾, railway undertakings shall ensure that train compositions, in which that rolling stock is used, are equipped with an adequate number of places for bicycles. This subparagraph shall not apply in relation to restaurant cars, sleeping cars or couchette cars.

Railway undertakings shall determine an adequate number of places for bicycles taking into consideration the size of train composition, the type of service and the demand for transport of bicycles. The adequate number of places for bicycles shall be defined in plans referred to in paragraph 5. Where there are no such plans or the plans do not determine such a number, each train composition shall have at least four places for bicycles.

Member States may set a number higher than four as the minimum adequate number for certain types of services, in which case that number shall apply instead of the number identified in accordance with the second subparagraph.

5. Railway undertakings may establish, and keep up-to-date, plans on how to increase and improve the transport of bicycles, and on other solutions encouraging combined use of railways and bicycles.

The competent authorities, as defined in point (b) of Article 2 of Regulation (EC) No 1370/2007 of the European Parliament and of the Council ⁽¹³⁾, may establish such plans for services provided under public service contracts. Member States may require that such plans are established by those competent authorities or by railway undertakings operating on their territory.

6. The plans referred to in paragraph 5 shall be established following consultation of the public and relevant representative organisations. Those plans shall be published on the website of the railway undertaking or the competent authority, as appropriate.

⁽¹²⁾ Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union (OJ L 138, 26.5.2016, p. 44).

⁽¹³⁾ Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos 1191/69 and 1107/70 (OJ L 315, 3.12.2007, p. 1).

*Article 7***Exclusion of waiver and stipulation of limits**

1. Obligations towards passengers pursuant to this Regulation may not be limited or waived, notably by a derogation or restrictive clause in the transport contract. Any contractual conditions which purport directly or indirectly to waive, derogate from or restrict the rights resulting from this Regulation shall not be binding on the passenger.
2. Railway undertakings, tour operators or ticket vendors may offer contractual conditions which are more favourable for the passenger than the conditions laid down in this Regulation.

*Article 8***Obligation to provide information concerning discontinuation of services**

Railway undertakings or, where appropriate, competent authorities responsible for a public service railway contract shall make public by appropriate means, including in accessible formats in accordance with the provisions of Directive (EU) 2019/882 and Regulations (EU) No 454/2011 and (EU) No 1300/2014, and before their implementation, decisions to discontinue services either permanently or temporarily.

*Article 9***Travel information**

1. Railway undertakings, tour operators and ticket vendors offering transport contracts on behalf of one or more railway undertakings shall provide the passenger, upon request, with at least the information set out in Annex II, Part I in relation to the journeys for which a transport contract is offered by the railway undertaking concerned.
2. Railway undertakings and, where possible, ticket vendors and tour operators shall provide the passenger during the journey with at least the information set out in Annex II, Part II. Where a station manager has such information, he or she shall also provide the information to the passenger.
3. The information referred to in paragraphs 1 and 2 shall be provided in the most appropriate format, where possible based on real-time travel information, including by using appropriate communication technologies. Particular attention shall be paid to ensuring that this information is accessible in accordance with the provisions of Directive (EU) 2019/882 and Regulations (EU) No 454/2011 and (EU) No 1300/2014.

*Article 10***Access to traffic and travel information**

1. Infrastructure managers shall distribute real-time data relating to the arrival and the departure of trains to railway undertakings, ticket vendors, tour operators and station managers.
2. Railway undertakings shall provide other railway undertakings, ticket vendors and tour operators that sell their services with access to minimum travel information set out in Annex II, Parts I and II, and to the operations on reservation systems referred to in Annex II, Part III.

3. Information shall be distributed and access shall be granted in a non-discriminatory manner and without undue delay. A one-off request shall be sufficient to have continuous access to information. The infrastructure manager and the railway undertaking obliged to make available information in accordance with paragraphs 1 and 2 may request the conclusion of a contract or other arrangement on whose basis information is distributed or access is granted.

The terms and conditions of any contract or arrangement for the use of the information shall not unnecessarily restrict possibilities for its reuse or be used to restrict competition.

Railway undertakings may require from other railway undertakings, tour operators and ticket vendors a fair, reasonable and proportionate financial compensation for the costs incurred in providing the access, and infrastructure managers may require compensation in accordance with the applicable rules.

4. Information shall be distributed and access shall be provided by appropriate technical means, such as application programming interfaces.

5. To the extent that the information covered by paragraphs 1 or 2 is provided in accordance with other Union legal acts, in particular Commission Delegated Regulation (EU) 2017/1926 ⁽¹⁴⁾, the corresponding obligations under this Article shall be deemed to have been complied with.

Article 11

Availability of tickets and reservations

1. Railway undertakings, ticket vendors and tour operators shall offer tickets and, where available, through-tickets and reservations.

2. Without prejudice to paragraphs 3 and 4, railway undertakings shall sell, either directly or through ticket vendors or tour operators, tickets to passengers via at least one of the following means of sale:

- (a) ticket offices, other points of sale or ticketing machines;
- (b) telephone, the internet or any other widely available information technology;
- (c) on board trains.

The competent authorities, as defined in point (b) of Article 2 of Regulation (EC) No 1370/2007, may require railway undertakings to offer tickets for services provided under public service contracts via more than one means of sale.

3. Where there is no ticket office or ticketing machine in the station of departure, passengers shall be informed at the station of:

- (a) the possibility of purchasing tickets via telephone or the Internet or on board the train, and of the procedure for such purchase;
- (b) the nearest railway station or place at which ticket offices or ticketing machines are available.

⁽¹⁴⁾ Commission Delegated Regulation (EU) 2017/1926 of 31 May 2017 supplementing Directive 2010/40/EU of the European Parliament and of the Council with regard to the provision of EU-wide multimodal travel information services (OJ L 272, 21.10.2017, p. 1).

4. Where there is no ticket office or no accessible ticketing machine in the station of departure and no other accessible means to purchase a ticket in advance, persons with disabilities shall be permitted to buy tickets on board the train at no extra cost. Railway undertakings may limit or deny this right on justifiable grounds related to security or compulsory train reservation.

Where there is no staff on board the train, the railway undertaking shall advise the persons with disabilities whether to and inform them on how to purchase the ticket.

Member States may allow railway undertakings to require that persons with disabilities are recognised as such in accordance with the relevant national law and practices of the country of their residence.

Member States may extend the right referred to in the first subparagraph to all passengers. Where Member States apply this option, they shall inform the Commission accordingly. The European Union Agency for Railways shall publish the information on its website relating to the implementation of Regulations (EU) No 454/2011 and (EU) No 1300/2014.

Article 12

Through-tickets

1. Where long-distance or regional rail passenger services are operated by a sole railway undertaking, that undertaking shall offer a through-ticket for those services. For other rail passenger services, railway undertakings shall make all reasonable efforts to offer through-tickets and shall cooperate to that end among themselves.

For the purpose of the first subparagraph the term 'sole railway undertaking' shall also include all railway undertakings which are either wholly owned by the same owner or which are wholly-owned subsidiary undertakings of one of the railway undertakings involved.

2. For journeys including one or more connections, the passenger shall be informed prior to purchasing a ticket or tickets whether that ticket or those tickets constitute a through-ticket.

3. For journeys including one or more connections, a ticket or tickets, purchased in a single commercial transaction from a railway undertaking, shall constitute a through-ticket and the railway undertaking shall be liable in accordance with Articles 18, 19 and 20 if the passenger misses one or more connections.

4. Where a ticket or tickets are purchased in a single commercial transaction and the ticket vendor or tour operator has combined the tickets on its own initiative, the ticket vendor or tour operator that sold the ticket or tickets shall be liable to reimburse the total amount paid for that transaction for the ticket or tickets and, moreover, to pay compensation equivalent to 75 % of that amount in the event that the passenger misses one or more connections.

The right to reimbursement or to compensation referred to in the first subparagraph is without prejudice to applicable national law granting passengers further compensation for damage.

5. The liabilities set out in paragraphs 3 and 4 shall not apply if it is mentioned on the tickets, or on another document or electronically in such a manner that allows the passenger to reproduce the information for future reference, that the tickets represent separate transport contracts, and the passenger was informed of this prior to the purchase.

6. The burden of proof that the passenger was provided with the information referred to in this Article shall lie with the railway undertaking, tour operator or ticket vendor that sold the ticket or tickets.

7. The ticket vendors or the tour operators shall be responsible for handling requests and possible complaints of the passenger under paragraph 4. The reimbursement and the compensation referred to in paragraph 4 shall be paid within 30 days after the receipt of the request.

CHAPTER III

LIABILITY OF RAILWAY UNDERTAKINGS FOR PASSENGERS AND THEIR LUGGAGE

Article 13

Liability for passengers and luggage

Subject to the provisions of this Chapter, and without prejudice to applicable national law granting passengers further compensation for damages, the liability of railway undertakings in respect of passengers and their luggage shall be governed by Chapters I, III and IV of Title IV, Title VI and Title VII of Annex I.

Article 14

Insurance and coverage of liability

A railway undertaking shall be adequately insured or have adequate guarantees under market conditions to cover its liabilities, in accordance with Article 22 of Directive 2012/34/EU.

Article 15

Advance payments

1. If a passenger is killed or injured, the railway undertaking as referred to in Article 26(5) of Annex I shall without delay, and in any event not later than 15 days after the establishment of the identity of the natural person entitled to compensation, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the damage suffered.

2. Without prejudice to paragraph 1, an advance payment shall not be less than EUR 21 000 per passenger in the event of death.

3. An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of this Regulation but is not returnable, except where damage was caused by the negligence or fault of the passenger or where the person who received the advance payment was not the person entitled to compensation.

Article 16

Contestation of liability

Even if the railway undertaking contests its responsibility for physical injury to a passenger whom it conveys, it shall make every reasonable effort to assist the passenger with his or her claim for compensation for damage from third parties.

CHAPTER IV

DELAYS, MISSED CONNECTIONS AND CANCELLATIONS*Article 17***Liability for delays, missed connections and cancellations**

Subject to the provisions of this Chapter, the liability of railway undertakings in respect of delays, missed connections and cancellations shall be governed by Chapter II of Title IV of Annex I.

*Article 18***Reimbursement and re-routing**

1. Where it is reasonably to be expected, either at departure or in the event of a missed connection or a cancellation, that arrival at the final destination under the transport contract will be subject to a delay of 60 minutes or more, the railway undertaking operating the delayed or cancelled service shall immediately offer the passenger the choice between one of the following options, and shall make the necessary arrangements:

- (a) reimbursement of the full cost of the ticket, under the conditions by which it was paid, for the part or parts of his or her journey not made and for the part or parts already made if the journey is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return service to the first point of departure at the earliest opportunity;
- (b) continuation or re-routing, under comparable transport conditions, to the final destination at the earliest opportunity;
- (c) continuation or re-routing, under comparable transport conditions, to the final destination at a later date at the passenger's convenience.

2. Where, for the purposes of points (b) and (c) of paragraph 1, comparable re-routing is operated by the same railway undertaking or another undertaking is commissioned to perform the re-routing, this shall not generate additional costs to the passenger. This requirement also applies where the re-routing involves the use of transport of a higher service class and alternative modes of transport. Railway undertakings shall make reasonable efforts to avoid additional connections and to ensure that delay in the total travel time is as short as possible. Passengers shall not be downgraded to transport facilities of a lower class unless such facilities are the only re-routing means available.

3. Without prejudice to paragraph 2, the railway undertaking may allow the passenger, at his or her request, to conclude contracts with other providers of transport services which enable the passenger to reach the final destination under comparable conditions, in which case the railway undertaking shall reimburse the passenger for the costs that he or she incurs.

Where the available re-routing options are not communicated to the passenger within 100 minutes from the scheduled departure time of the delayed or cancelled service or the missed connection, the passenger shall be entitled to conclude such a contract with other providers of public transport services by rail, coach or bus. The railway undertaking shall reimburse the passenger for the necessary, appropriate and reasonable costs that he or she incurs.

This paragraph shall not affect national laws, regulations or administrative provisions which grant more favourable re-routing conditions to passengers.

4. Re-routing transport service providers shall provide persons with disabilities and persons with reduced mobility with a comparable level of assistance and accessibility when offering an alternative service. Re-routing transport service providers may provide persons with disabilities and persons with reduced mobility with alternative services which are appropriate to their needs and which differ from those offered to other passengers.

5. The reimbursements referred to in point (a) of paragraph 1 and in paragraph 3 shall be paid within 30 days after the receipt of the request. Member States may require railway undertakings to accept such requests by particular means of communication, provided that the request does not create discriminatory effects. The reimbursement may take the form of vouchers and/or the provision of other services provided that the terms of those vouchers and/or services are sufficiently flexible, in particular regarding the validity period and destination, and that the passenger agrees to accept those vouchers and/or services. The reimbursement of the ticket price shall not be reduced by financial transaction costs such as fees, telephone costs or stamps.

6. The Commission shall adopt an implementing act establishing a common form for reimbursement requests under this Regulation by 7 June 2023. That common form shall be established in a format which is accessible to persons with disabilities and persons with reduced mobility. That implementing act shall be adopted in accordance with the examination procedure referred to in Article 38(2).

7. Passengers shall have the right to submit their requests using the common form referred to in paragraph 6. Railway undertakings shall not reject a request for reimbursement solely on the grounds that the passenger has not used that form. If a request is not sufficiently precise, the railway undertaking shall ask the passenger to clarify the request and shall assist the passenger to do so.

Article 19

Compensation

1. Without losing the right of transport, a passenger is entitled to compensation for delays from the railway undertaking if he or she is facing a delay between the places of departure and final destination stated in the ticket or through-ticket for which the cost has not been reimbursed in accordance with Article 18. The minimum compensation for delays shall be as follows:

(a) 25 % of the ticket price for a delay of 60 to 119 minutes;

(b) 50 % of the ticket price for a delay of 120 minutes or more.

2. Paragraph 1 shall also apply to passengers who hold a travel pass or season ticket. If those passengers encounter recurrent delays or cancellations during the period of validity of the travel pass or season ticket, they shall be entitled to adequate compensation in accordance with the railway undertaking's compensation arrangements. These arrangements shall state the criteria for determining delay and for the calculation of the compensation. Where delays of less than 60 minutes occur repeatedly during the period of validity of the travel pass or season ticket, the delays may be counted cumulatively and passengers may be compensated in accordance with the railway undertaking's compensation arrangements.

3. Without prejudice to paragraph 2, compensation for delay shall be calculated in relation to the full price which the passenger actually paid for the delayed service. Where the transport contract is for a return journey, compensation for delay on either the outward or the return leg shall be calculated in relation to the price indicated for that leg of the journey on the ticket. Where there is no such indication of the price of the individual legs of the journey, the compensation shall be calculated in relation to half of the price paid for the ticket. In the same way, the price for a delayed service provided under any other form of transport contract entitling the passenger to travel for two or more subsequent legs shall be calculated in proportion to the full price.

4. The calculation of the period of delay shall not take into account any delay that the railway undertaking can demonstrate as having occurred outside the Union.

5. The Commission shall adopt an implementing act establishing a common form for compensation requests under this Regulation by 7 June 2023. That common form shall be established in a format which is accessible to persons with disabilities and persons with reduced mobility. That implementing act shall be adopted in accordance with the examination procedure referred to in Article 38(2).

6. Member States may require railway undertakings to accept requests for compensation by particular means of communication, provided that the request does not create discriminatory effects. Passengers shall have the right to submit their requests using the common form referred to in paragraph 5. Railway undertakings shall not reject a request for compensation solely on the grounds that the passenger has not used that form. If a request is not sufficiently precise, the railway undertaking shall ask the passenger to clarify the request and shall assist the passenger to do so.

7. The compensation of the ticket price shall be paid within one month after the submission of the request for compensation. The compensation may be paid in vouchers and/or other services if the terms are flexible, in particular regarding the validity period and destination. The compensation shall be paid in money at the request of the passenger.

8. The compensation of the ticket price shall not be reduced by financial transaction costs such as fees, telephone costs or stamps. Railway undertakings may introduce a minimum threshold under which payments for compensation will not be paid. This threshold shall not exceed EUR 4 per ticket.

9. Passengers shall not have any right to compensation if they are informed of a delay before buying a ticket, or if a delay due to continuation on a different service or re-routing remains below 60 minutes.

10. A railway undertaking shall not be obliged to pay compensation if it can prove that the delay, missed connection or cancellation was caused directly by, or was inherently linked with:

(a) extraordinary circumstances not connected with the operation of the railway, such as extreme weather conditions, major natural disasters or major public health crises, which the railway undertaking, in spite of having taken the care required in the particular circumstances of the case, was unable to avoid and the consequences of which it was unable to prevent;

(b) fault on the part of the passenger; or

(c) the behaviour of a third party which the railway undertaking, in spite of having taken the care required in the particular circumstances of the case, was unable to avoid and the consequences of which it was unable to prevent, such as persons on the track, cable theft, on-board emergencies, law enforcement activities, sabotage or terrorism.

Strikes by the personnel of the railway undertaking, acts or omissions by another undertaking using the same railway infrastructure and acts or omissions of the infrastructure and station managers are not covered by the exemption referred to in point (c) of the first subparagraph.

*Article 20***Assistance**

1. In the case of a delay in arrival or departure, or cancellation of a service, passengers shall be kept informed of the situation and of the estimated departure time and estimated arrival time of the service or the replacement service by the railway undertaking or by the station manager as soon as such information is available. Where ticket vendors and tour operators have such information, they shall also provide it to the passenger.

2. Where the delay referred to in paragraph 1 amounts to 60 minutes or more, or the service is cancelled, the railway undertaking operating the delayed or cancelled service shall offer the passengers the following, free of charge:
 - (a) meals and refreshments in reasonable relation to the waiting time, if they are available on the train or in the station, or can reasonably be supplied, taking into account criteria such as the distance from the supplier, the time required for delivery and the cost;

 - (b) hotel or other accommodation, and transport between the railway station and place of accommodation, in cases where a stay of one or more nights becomes necessary or an additional stay becomes necessary, where and when physically possible. In cases where such a stay becomes necessary due to the circumstances referred to in Article 19(10), the railway undertaking may limit the duration of accommodation to a maximum of three nights. The access requirements of persons with disabilities and persons with reduced mobility and the needs of assistance dogs shall be taken into account, whenever possible;

 - (c) if the train is blocked on the track, transport from the train to the railway station, to the alternative departure point or to the final destination of the service, where and when physically possible.

3. If the railway service is interrupted and cannot be continued anymore or cannot be continued within a reasonable period, railway undertakings shall provide passengers as soon as possible with alternative transport services and make the necessary arrangements.

4. Railway undertakings shall inform affected passengers how to request certification that the rail service has suffered a delay, led to a missed connection or that it has been cancelled. This certification shall also apply in connection with the provisions laid down in Article 19.

5. In applying paragraphs 1 to 4, the operating railway undertaking shall pay particular attention to the needs of persons with disabilities and persons with reduced mobility, as well as to those of any accompanying persons and assistance dogs.

6. Where contingency plans are established pursuant to Article 13a(3) of Directive 2012/34/EU, the railway undertakings shall coordinate with the station manager and infrastructure manager in order to prepare them for the possibility of major disruption and long delays leading to a considerable number of passengers being stranded in the station. Such contingency plans shall include requirements for the accessibility of alert and information systems.

CHAPTER V

PERSONS WITH DISABILITIES AND PERSONS WITH REDUCED MOBILITY*Article 21***Right to transport**

1. Railway undertakings and station managers shall, with the active involvement of representative organisations and, where relevant, representatives of persons with disabilities and persons with reduced mobility, establish or have in place non-discriminatory access rules for the transport of persons with disabilities, including their personal assistants recognised as such in accordance with national practices, and persons with reduced mobility. Those rules shall take into account the agreements referred to in point 4.4.3 of the Annex to Regulation (EU) No 1300/2014, in particular with regard to the entity responsible for providing assistance to persons with disabilities and persons with reduced mobility.

2. Reservations and tickets shall be offered to persons with disabilities and persons with reduced mobility at no additional cost. A railway undertaking, ticket vendor or tour operator may not refuse to accept a reservation from, or to issue a ticket to, a person with disabilities or a person with reduced mobility, or require that such person be accompanied by another person, unless this is strictly necessary in order to comply with the access rules referred to in paragraph 1.

*Article 22***Information to persons with disabilities and persons with reduced mobility**

1. Upon request, a station manager, a railway undertaking, a ticket vendor or a tour operator shall provide persons with disabilities and persons with reduced mobility with information, including in accessible formats in accordance with the provisions of Regulations (EU) No 454/2011 and (EU) No 1300/2014 and Directive (EU) 2019/882, on the accessibility of the station and associated facilities, and of rail services and on the access conditions of rolling stock in accordance with the access rules referred to in Article 21(1) and shall inform persons with disabilities and persons with reduced mobility about facilities on board.

2. When a railway undertaking, ticket vendor or tour operator makes use of the derogation provided for in Article 21(2), it shall upon request inform in writing the person with disabilities or person with reduced mobility concerned of its reasons for doing so within five working days of the refusal to accept the reservation or to issue the ticket or of the imposition of the condition of being accompanied. The railway undertaking, ticket vendor or tour operator shall make reasonable efforts to propose acceptable alternative transport to the person in question taking into account his or her accessibility needs.

3. In unstaffed stations, railway undertakings and station managers shall ensure that easily available information, including in accessible formats in accordance with the provisions of Regulations (EU) No 454/2011 and (EU) No 1300/2014 and Directive (EU) 2019/882, is displayed in accordance with the access rules referred to in Article 21(1) regarding the nearest staffed stations and regarding directly available assistance for persons with disabilities and persons with reduced mobility.

*Article 23***Assistance at railway stations and on board**

1. Persons with disabilities or persons with reduced mobility shall be assisted as follows:

- (a) the personal assistant, recognised as such in accordance with national practices, may travel with a special tariff and, if applicable, free of charge and be seated, where practicable, next to the person with disabilities;
- (b) where a railway undertaking requires that a passenger needs to be accompanied on board the train in accordance with Article 21(2), the accompanying person shall be entitled to travel free of charge and to be seated, where practicable, next to the person with disabilities or to the person with reduced mobility;

- (c) an assistance dog shall be permitted to accompany them in accordance with any relevant national law;
- (d) for unstaffed trains, station managers or railway undertakings shall provide assistance free of charge, in conformity with the access rules referred to in Article 21(1), during boarding and alighting from a train when there is trained staff on duty at the station;
- (e) on departure from, transit through or arrival at a staffed railway station, the station manager or the railway undertaking shall provide assistance free of charge in such a way that that person is able to board the train, to transfer to a connecting rail service for which he or she has a ticket, or to alight from the train, provided there is trained staff on duty. Where the need for assistance has been notified in advance in accordance with point (a) of Article 24, the station manager or the railway undertaking shall ensure that assistance is provided as requested;
- (f) at unstaffed stations, railway undertakings shall provide assistance free of charge on board a train and during boarding and alighting from a train if the train is accompanied by trained staff;
- (g) in the absence of trained accompanying staff on board a train and at a station, station managers or railway undertakings shall make all reasonable efforts to enable persons with disabilities or persons with reduced mobility to have access to travel by rail;
- (h) railway undertakings shall make all reasonable efforts to provide persons with disabilities or persons with reduced mobility with access to the same on-board services as other passengers, where these persons cannot have access to those services independently and safely.

2. The rules referred to in Article 21(1) shall establish the arrangements for the exercise of the rights referred to in paragraph 1 of this Article.

Article 24

Conditions under which assistance is provided

Railway undertakings, station managers, ticket vendors and tour operators shall cooperate in order to provide assistance free of charge to persons with disabilities and persons with reduced mobility, as specified in Articles 21 and 23, offering a single notification mechanism, in accordance with the following points:

- (a) assistance shall be provided on condition that the railway undertaking, the station manager, the ticket vendor or the tour operator with which the ticket was purchased, or the Single Point of Contact referred to in point (f), where applicable, is notified of the passenger's need for such assistance at least 24 hours before the assistance is needed. A single notification per journey shall be sufficient. Such notifications shall be forwarded to all railway undertakings and station managers involved in the journey.

Such notifications shall be accepted without additional costs, irrespective of the means of communication being used.

Where a ticket or season ticket permits multiple journeys, one notification shall be sufficient provided that adequate information on the timing of subsequent journeys is provided, and in any case at least 24 hours before the first time the assistance is needed. The passenger or his/her representative shall make all reasonable efforts to inform of any annulment of such subsequent journeys at least 12 hours in advance.

Member States may allow the 24-hour period for notifications referred to in the first, second and third subparagraphs to be extended up to 36 hours, but not beyond 30 June 2026. In such cases, Member States shall notify the Commission of that permission and provide information on the measures taken or envisaged to reduce the period;

- (b) railway undertakings, station managers, ticket vendors and tour operators shall take all measures necessary for the reception of notifications. Where ticket vendors are unable to process such notifications, they shall indicate alternative points of purchase or alternative means to make the notification;
- (c) if no notification is made in accordance with point (a), the railway undertaking and the station manager shall make all reasonable efforts to provide assistance in such a way that the person with disabilities or person with reduced mobility may travel;
- (d) without prejudice to point (f) of this Article, the station manager or any other authorised person shall designate points at which persons with disabilities and persons with reduced mobility can make their arrival at the railway station known and request assistance. The responsibilities regarding the designation of such points and the provision of information about them shall be established in the access rules referred to in Article 21(1);
- (e) assistance shall be provided on condition that the person with disabilities or person with reduced mobility presents him or herself at the designated point at a time stipulated by the railway undertaking or station manager providing such assistance. Any time stipulated shall not be more than 60 minutes before the published departure time or the time at which all passengers are asked to check in. If no time is stipulated by which the person with disabilities or person with reduced mobility is required to present him or herself, the person shall present him or herself at the designated point at least 30 minutes before the published departure time or before the time at which all passengers are asked to check in;
- (f) Member States may require that station managers and railway undertakings on their territory cooperate to establish and to operate Single Points of Contact for persons with disabilities and persons with reduced mobility. The terms for the operation of the Single Points of Contact shall be established in the access rules referred to in Article 21(1). Those Single Points of Contact have the responsibility to:
 - (i) accept requests for assistance at stations;
 - (ii) communicate individual requests for assistance to station managers and railway undertakings; and
 - (iii) provide information on accessibility.

Article 25

Compensation in respect of mobility equipment, assistive devices and assistance dogs

1. Where railway undertakings and station managers cause the loss of, or damage to, mobility equipment, including wheelchairs, and assistive devices, or the loss of, or injury to, assistance dogs used by persons with disabilities and persons with reduced mobility, they shall be liable for that loss, damage or injury, and provide compensation without undue delay. That compensation shall comprise:

- (a) the cost of replacement or repair of the mobility equipment or assistive devices lost or damaged;
- (b) the cost of replacement or the treatment of the injury of an assistance dog that was lost or injured; and

- (c) reasonable costs of temporary replacement for mobility equipment, assistive devices or assistance dogs where such replacement is not provided by the railway undertaking or the station manager in accordance with paragraph 2.

2. Where paragraph 1 applies, railway undertakings and station managers shall rapidly make all reasonable efforts to provide immediately needed temporary replacements for mobility equipment or assistive devices. The person with disabilities or the person with reduced mobility shall be permitted to keep that temporary replacement equipment or device until the compensation referred to in paragraph 1 has been paid.

Article 26

Staff training

1. Railway undertakings and station managers shall ensure that all staff, including those newly recruited, providing, in their regular duties, direct assistance to persons with disabilities and persons with reduced mobility, receive disability-related training in order to know how to meet the needs of persons with disabilities and of persons with reduced mobility.

They shall also provide all staff, working at the station or on board trains, who deal directly with the travelling public with training and regular refresher training courses to raise awareness of the needs of persons with disabilities and persons with reduced mobility.

2. Railway undertakings and station managers may accept the participation, in the training referred to in paragraph 1, of employees with disabilities, and may consider the participation of passengers with disabilities and passengers with reduced mobility, and/or organisations representing them.

CHAPTER VI

SECURITY, COMPLAINTS AND QUALITY OF SERVICE

Article 27

Personal security of passengers

In agreement with public authorities, railway undertakings, infrastructure managers and station managers shall take adequate measures in their respective fields of responsibility and adapt them to the level of security defined by the public authorities to ensure passengers' personal security in railway stations and on trains and to manage risks. They shall cooperate and exchange information on best practices concerning the prevention of acts which are likely to deteriorate the level of security.

Article 28

Complaints

1. Each railway undertaking and station manager of a station handling on average more than 10 000 passengers per day over a year shall set up a complaint-handling mechanism for the rights and obligations covered by this Regulation in their respective fields of responsibility. They shall make their contact details and working language, or languages, widely known to passengers. This mechanism shall not apply for the purposes of Chapter III.

2. Passengers may submit a complaint to any railway undertaking or station manager regarding their respective fields of responsibility via the mechanisms referred to in paragraph 1. Such a complaint shall be submitted within three months of the incident that it concerns. Within one month of receiving the complaint, the addressee shall either give a reasoned reply or, in justified cases, inform the passenger that he or she will receive a reply within a period of less than three

months from the date of receipt of the complaint. Railway undertakings and station managers shall keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure, including the complaint-handling procedures referred to in Articles 33 and 34, and shall make that data available to national enforcement bodies upon request.

3. Details of the complaint-handling procedure shall be accessible to the public, including to persons with disabilities and to persons with reduced mobility. This information shall be available upon request at least in the official language or languages of the Member State in which the railway undertaking is operating.

4. The railway undertaking shall publish in the report referred to in Article 29(2) the number and categories of received complaints and of processed complaints, the response time and the possible improvement actions undertaken.

Article 29

Service quality standards

1. Railway undertakings shall establish service quality standards and implement a quality management system to maintain service quality. The service quality standards shall at least cover the items listed in Annex III.

2. Railway undertakings shall monitor their own performance as reflected in the service quality standards. By 30 June 2023, and every two years thereafter, they shall publish a report on their service quality performance on their website. Such reports shall also be made available on the website of the European Union Agency for Railways.

3. Station managers shall establish service quality standards based on the relevant items listed in Annex III. They shall monitor their performance pursuant to those standards and provide access to the information on their performance to the national public authorities on request.

CHAPTER VII

INFORMATION AND ENFORCEMENT

Article 30

Information to passengers about their rights

1. When selling tickets for journeys by rail, railway undertakings, station managers, ticket vendors and tour operators shall inform passengers of their rights and obligations under this Regulation. In order to comply with this information requirement, they may use a summary of the provisions of this Regulation prepared by the Commission in all official languages of the Union and made available to them. They shall provide that information, in either paper or electronic format, or by any other means, including in accessible formats in accordance with the provisions of Directive (EU) 2019/882 and Regulation (EU) No 1300/2014. They shall specify where, in the event of cancellation, missed connection or long delay, such information can be obtained.

2. Railway undertakings and station managers shall inform passengers in an appropriate manner, including in accessible formats in accordance with the provisions of Directive (EU) 2019/882 and Regulation (EU) No 1300/2014, at the station, on the train and on their website, of their rights and obligations under this Regulation, and of the contact details of the body or bodies designated by Member States pursuant to Article 31.

*Article 31***Designation of national enforcement bodies**

1. Each Member State shall designate a body or bodies responsible for the enforcement of this Regulation. Each body shall take the measures necessary to ensure that the rights of passengers are respected.
2. Each body shall be independent in its organisation, funding decisions, legal structure and decision-making of any infrastructure manager, charging body, allocation body or railway undertaking.
3. Member States shall inform the Commission of the body or bodies designated in accordance with this Article and of its or their respective responsibilities. The Commission and the bodies designated shall publish that information on their websites.
4. The enforcement obligations as regards station managers and infrastructure managers provided for in this Chapter shall not apply to Cyprus or Malta for as long as no railway system is established within their respective territories and as regards railway undertakings for as long as no railway undertaking has been licensed by a licensing authority designated by Cyprus or Malta in accordance with Article 2(1).

*Article 32***Enforcement tasks**

1. The national enforcement bodies shall closely monitor compliance with this Regulation, including with Regulations (EU) No 454/2011 and (EU) No 1300/2014 as far as those Regulations are referred to in this Regulation, and shall take the measures necessary to ensure that the rights of passengers are upheld.
2. For the purpose of paragraph 1, railway undertakings, station managers, infrastructure managers, ticket vendors and tour operators shall provide the national enforcement bodies with relevant documents and information at their request without undue delay and, in any event, within one month from the receipt of the request. In complex cases, the national enforcement body may extend this period to a maximum of three months from the receipt of the request. In carrying out their functions, the national enforcement bodies shall take account of the information submitted to them by the body designated under Article 33 to handle complaints, if this is a different body. They may also decide on enforcement actions based on individual complaints transmitted by such a body.
3. Every two years, the national enforcement bodies shall publish reports with statistics on their activity, including on penalties applied by 30 June of the following calendar year. Those reports shall be made available on the website of the European Union Agency for Railways.
4. Railway undertakings shall give their contact details to the national enforcement body or bodies of the Member States in which they operate.

*Article 33***Complaint handling by national enforcement bodies and other bodies**

1. Without prejudice to the rights of consumers to seek alternative redress pursuant to Directive 2013/11/EU of the European Parliament and of the Council ⁽¹⁵⁾, after having complained unsuccessfully to the railway undertaking or station manager pursuant to Article 28 the passenger may complain to the national enforcement body or any other body designated under paragraph 2 of this Article within three months from receiving information on the rejection of the original complaint. Where no reply is received within three months from making the original complaint, the passenger shall have the right to complain to the national enforcement body or any other body designated under paragraph 2. Where necessary, that body shall inform the complainant about his or her right to complain to alternative dispute resolution bodies to seek individual redress.

⁽¹⁵⁾ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (OJ L 165, 18.6.2013, p. 63).

2. Any passenger may complain about an alleged infringement of this Regulation either to the national enforcement body, or to any other body designated by a Member State for that purpose.

3. The national enforcement body or any other body designated under paragraph 2 shall acknowledge receipt of the complaint within two weeks of receiving it. The complaint-handling procedure shall take a maximum of three months from the date of the establishment of the complaint file. For complex cases, that body may extend that period to six months. In such a case, it shall inform the passenger of the reasons for the extension and of the expected time needed to conclude the procedure. Only those cases that involve legal proceedings may take longer than six months. Where that body is also an alternative dispute resolution body within the meaning of Directive 2013/11/EU, the time limits laid down in that Directive shall prevail.

The complaint-handling procedure shall be made accessible to persons with disabilities and to persons with reduced mobility.

4. Passenger complaints about an incident involving a railway undertaking shall be handled by the national enforcement body or any other body designated under paragraph 2 of the Member State that granted that undertaking's licence.

5. Where a complaint relates to alleged infringements by station or infrastructure managers, the complaint shall be handled by the national enforcement body or any other body designated under paragraph 2 of the Member State on whose territory the incident occurred.

6. In the framework of cooperation pursuant to Article 34, the national enforcement bodies may derogate from paragraphs 4 or 5 of this Article, or both of them, where for justified reasons, in particular those related to language or place of residence, this is in the passenger's interest.

Article 34

Exchange of information and cross-border cooperation between national enforcement bodies

1. Where different bodies are designated under Articles 31 and 33, reporting mechanisms shall be set up to ensure the exchange of information between them, in accordance with Regulation (EU) 2016/679, in order to help the national enforcement body to carry out its tasks of supervision and enforcement, and so that the complaint-handling body designated under Article 33 can collect the information necessary to examine individual complaints.

2. National enforcement bodies shall exchange information on their work and decision-making principles and practices for the purpose of coordination. The Commission shall support them in that task.

3. In complex cases such as those involving multiple complaints or a number of operators, cross-border travel or accidents on the territory of a Member State other than that which granted the undertaking's licence, and in particular where it is unclear which national enforcement body is competent, or where it would facilitate or accelerate the resolution of the complaint, national enforcement bodies shall cooperate to identify a lead body, which shall serve as a single point of contact for passengers. All national enforcement bodies involved shall cooperate to facilitate the resolution of the complaint, including by sharing information, assisting with the translation of documents and providing information on the circumstances of incidents. Passengers shall be informed which body is acting as lead body.

CHAPTER VIII

FINAL PROVISIONS

Article 35

Penalties

1. Member States shall lay down the rules on penalties applicable to infringements of this Regulation and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.
2. In the framework of cooperation referred to in Article 34 the national enforcement body which is competent for the purposes of Article 33(4) or (5) shall, at the request of the national enforcement body handling the complaint, investigate the infringement of this Regulation identified by that body and, if necessary, impose penalties.

Article 36

Delegated acts

The Commission is empowered to adopt delegated acts in accordance with Article 37 amending this Regulation in order to:

- (a) adjust the financial amount stated in Article 15(2) to take account of changes in the EU-wide Harmonised Index of Consumer Prices excluding energy and unprocessed food, as published by the Commission (Eurostat);
- (b) modify Annex I in order to take account of amendments to the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV), as set out in Appendix A to the Convention concerning International Carriage by Rail (COTIF).

Article 37

Exercise of the delegation

1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.
2. The power to adopt delegated acts referred to in Article 36 shall be conferred on the Commission for a period of five years from 6 June 2021. The Commission shall draw up a report in respect of the delegation of power not later than nine months before the end of the five-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.
3. The delegation of power referred to in Article 36 may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following that of its publication in the *Official Journal of the European Union* or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.
4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making.
5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.
6. A delegated act adopted pursuant to Article 36 shall enter into force only if no objection has been expressed either by the European Parliament or by the Council within a period of two months from notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.

*Article 38***Committee procedure**

1. The Commission shall be assisted by a committee. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011.
2. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 shall apply.

*Article 39***Report**

By 7 June 2026, the Commission shall report to the European Parliament and the Council on the implementation and the results of this Regulation.

The report shall be based on information to be provided pursuant to this Regulation. The report shall, where necessary, be accompanied by appropriate proposals.

*Article 40***Repeal**

Regulation (EC) No 1371/2007 is repealed with effect from 7 June 2023.

References to the repealed Regulation shall be construed as references to this Regulation and shall be read in accordance with the correlation table in Annex IV.

*Article 41***Entry into force**

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

It shall apply from 7 June 2023.

However, Article 6(4) shall apply 7 June 2025.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 29 April 2021.

For the European Parliament
The President
D.M. SASSOLI

For the Council
The President
A.P. ZACARIAS

ANNEX I

EXTRACT FROM THE UNIFORM RULES CONCERNING THE CONTRACT FOR INTERNATIONAL CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)

Appendix A to the Convention Concerning International Carriage by Rail (COTIF) of 9 May 1980, as modified by the Protocol for the modification of the Convention Concerning International Carriage by Rail of 3 June 1999

TITLE I

GENERAL PROVISIONS*Article 3***Definitions**

For purposes of these Uniform Rules, the term:

- (a) 'carrier' means the contractual carrier with whom the passenger has concluded the contract of carriage pursuant to these Uniform Rules, or a successive carrier who is liable on the basis of this contract;
- (b) 'substitute carrier' means a carrier, who has not concluded the contract of carriage with the passenger, but to whom the carrier referred to in letter (a) has entrusted, in whole or in part, the performance of the carriage by rail;
- (c) 'General Conditions of Carriage' means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;
- (d) 'vehicle' means a motor vehicle or a trailer carried on the occasion of the carriage of passengers.

TITLE II

CONCLUSION AND PERFORMANCE OF THE CONTRACT OF CARRIAGE*Article 6***Contract of carriage**

1. By the contract of carriage the carrier shall undertake to carry the passenger as well as, where appropriate, luggage and vehicles to the place of destination and to deliver the luggage and vehicles at the place of destination.
2. The contract of carriage must be confirmed by one or more tickets issued to the passenger. However, subject to Article 9 the absence, irregularity or loss of the ticket shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.
3. The ticket shall be prima facie evidence of the conclusion and the contents of the contract of carriage.

*Article 7***Ticket**

1. The General Conditions of Carriage shall determine the form and content of tickets as well as the language and characters in which they are to be printed and made out.
2. The following, at least, must be entered on the ticket:
 - (a) the carrier or carriers;
 - (b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
 - (c) any other statement necessary to prove the conclusion and contents of the contract of carriage and enabling the passenger to assert the rights resulting from this contract.
3. The passenger must ensure, on receipt of the ticket, that it has been made out in accordance with his instructions.

4. The ticket shall be transferable if it has not been made out in the passenger's name and if the journey has not begun.

5. The ticket may be established in the form of electronic data registration, which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the ticket represented by those data.

Article 8

Payment and refund of the carriage charge

1. Subject to a contrary agreement between the passenger and the carrier, the carriage charge shall be payable in advance.

2. The General Conditions of Carriage shall determine under what conditions a refund of the carriage charge shall be made.

Article 9

Right to be carried. Exclusion from carriage

1. The passenger must, from the start of his journey, be in possession of a valid ticket and produce it on the inspection of tickets. The General Conditions of Carriage may provide:

- (a) that a passenger who does not produce a valid ticket must pay, in addition to the carriage charge, a surcharge;
- (b) that a passenger who refuses to pay the carriage charge or the surcharge upon demand may be required to discontinue his journey;
- (c) if and under what conditions a refund of the surcharge shall be made.

2. The General Conditions of Carriage may provide that passengers who:

- (a) present a danger for safety and the good functioning of the operations or for the safety of other passengers;
- (b) inconvenience other passengers in an intolerable manner,

shall be excluded from carriage or may be required to discontinue their journey and that such persons shall not be entitled to a refund of their carriage charge or of any charge for the carriage of registered luggage they may have paid.

Article 10

Completion of administrative formalities

The passenger must comply with the formalities required by customs or other administrative authorities.

Article 11

Cancellation and late running of trains. Missed connections

The carrier must, where necessary, certify on the ticket that the train has been cancelled or the connection missed.

TITLE III

CARRIAGE OF HAND LUGGAGE, ANIMALS, REGISTERED LUGGAGE AND VEHICLES

CHAPTER I

Common provisions

Article 12

Acceptable articles and animals

1. The passenger may take with him articles which can be handled easily (hand luggage) and also live animals in accordance with the General Conditions of Carriage. Moreover, the passenger may take with him cumbersome articles in accordance with the special provisions, contained in the General Conditions of Carriage. Articles and animals likely to annoy or inconvenience passengers or cause damage shall not be allowed as hand luggage.

2. The passenger may consign articles and animals as registered luggage in accordance with the General Conditions of Carriage.

3. The carrier may allow the carriage of vehicles on the occasion of the carriage of passengers in accordance with special provisions, contained in the General Conditions of Carriage.
4. The carriage of dangerous goods as hand luggage, registered luggage as well as in or on vehicles which, in accordance with this Title are carried by rail, must comply with the Regulation concerning the Carriage of Dangerous Goods by Rail (RID).

Article 13

Examination

1. When there is good reason to suspect a failure to observe the conditions of carriage, the carrier shall have the right to examine whether the articles (hand luggage, registered luggage, vehicles including their loading) and animals carried comply with the conditions of carriage, unless the laws and prescriptions of the State in which the examination would take place prohibit such examination. The passenger must be invited to attend the examination. If he does not appear or cannot be reached, the carrier must require the presence of two independent witnesses.
2. If it is established that the conditions of carriage have not been respected, the carrier can require the passenger to pay the costs arising from the examination.

Article 14

Completion of administrative formalities

The passenger must comply with the formalities required by customs or other administrative authorities when, on being carried, he has articles (hand luggage, registered luggage, vehicles including their loading) or animals carried. He shall be present at the inspection of these articles save where otherwise provided by the laws and prescriptions of each State.

CHAPTER II

Hand luggage and animals

Article 15

Supervision

It shall be the passenger's responsibility to supervise the hand luggage and animals that he takes with him.

CHAPTER III

Registered luggage

Article 16

Consignment of registered luggage

1. The contractual obligations relating to the forwarding of registered luggage must be established by a luggage registration voucher issued to the passenger.
2. Subject to Article 22 the absence, irregularity or loss of the luggage registration voucher shall not affect the existence or the validity of the agreements concerning the forwarding of the registered luggage, which shall remain subject to these Uniform Rules.
3. The luggage registration voucher shall be prima facie evidence of the registration of the luggage and the conditions of its carriage.
4. Subject to evidence to the contrary, it shall be presumed that when the carrier took over the registered luggage it was apparently in a good condition, and that the number and the mass of the items of luggage corresponded to the entries on the luggage registration voucher.

Article 17

Luggage registration voucher

1. The General Conditions of Carriage shall determine the form and content of the luggage registration voucher as well as the language and characters in which it is to be printed and made out. Article 7(5) shall apply *mutatis mutandis*.

2. The following, at least, must be entered on the luggage registration voucher:
 - (a) the carrier or carriers;
 - (b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
 - (c) any other statement necessary to prove the contractual obligations relating to the forwarding of the registered luggage and enabling the passenger to assert the rights resulting from the contract of carriage.
3. The passenger must ensure, on receipt of the luggage registration voucher, that it has been made out in accordance with his instructions.

Article 18

Registration and carriage

1. Save where the General Conditions of Carriage otherwise provide, luggage shall be registered only on production of a ticket valid at least as far as the destination of the luggage. In other respects the registration of luggage shall be carried out in accordance with the prescriptions in force at the place of consignment.
2. When the General Conditions of Carriage provide that luggage may be accepted for carriage without production of a ticket, the provisions of these Uniform Rules determining the rights and obligations of the passenger in respect of his registered luggage shall apply *mutatis mutandis* to the consignor of registered luggage.
3. The carrier can forward the registered luggage by another train or by another mode of transport and by a different route from that taken by the passenger.

Article 19

Payment of charges for the carriage of registered luggage

Subject to a contrary agreement between the passenger and the carrier, the charge for the carriage of registered luggage shall be payable on registration.

Article 20

Marking of registered luggage

The passenger must indicate on each item of registered luggage in a clearly visible place, in a sufficiently durable and legible manner:

- (a) his name and address;
- (b) the place of destination.

Article 21

Right to dispose of registered luggage

1. If circumstances permit and if customs requirements or the requirements of other administrative authorities are not thereby contravened, the passenger can request luggage to be handed back at the place of consignment on surrender of the luggage registration voucher and, if the General Conditions of Carriage so require, on production of the ticket.
2. The General Conditions of Carriage may contain other provisions concerning the right to dispose of registered luggage, in particular modifications of the place of destination and the possible financial consequences to be borne by the passenger.

Article 22

Delivery

1. Registered luggage shall be delivered on surrender of the luggage registration voucher and, where appropriate, on payment of the amounts chargeable against the consignment.

The carrier shall be entitled, but not obliged, to examine whether the holder of the voucher is entitled to take delivery.

2. It shall be equivalent to delivery to the holder of the luggage registration voucher if, in accordance with the prescriptions in force at the place of destination:
 - (a) the luggage has been handed over to the customs or octroi authorities at their premises or warehouses, when these are not subject to the carrier's supervision;
 - (b) live animals have been handed over to third parties.
3. The holder of the luggage registration voucher may require delivery of the luggage at the place of destination as soon as the agreed time and, where appropriate, the time necessary for the operations carried out by customs or other administrative authorities, has elapsed.
4. Failing surrender of the luggage registration voucher, the carrier shall only be obliged to deliver the luggage to the person proving his right thereto; if the proof offered appears insufficient, the carrier may require security to be given.
5. Luggage shall be delivered at the place of destination for which it has been registered.
6. The holder of a luggage registration voucher whose luggage has not been delivered may require the day and time to be endorsed on the voucher when he requested delivery in accordance with paragraph 3.
7. The person entitled may refuse to accept the luggage if the carrier does not comply with his request to carry out an examination of the registered luggage in order to establish alleged damage.
8. In all other respects delivery of luggage shall be carried out in accordance with the prescriptions in force at the place of destination.

CHAPTER IV

Vehicles

Article 23

Conditions of carriage

The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall specify in particular the conditions governing acceptance for carriage, registration, loading and carriage, unloading and delivery as well as the obligations of the passenger.

Article 24

Carriage voucher

1. The contractual obligations relating to the carriage of vehicles must be established by a carriage voucher issued to the passenger. The carriage voucher may be integrated into the passenger's ticket.
2. The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall determine the form and content of the carriage voucher as well as the language and the characters in which it is to be printed and made out. Article 7(5) shall apply *mutatis mutandis*.
3. The following, at least, must be entered on the carriage voucher:
 - (a) the carrier or carriers;
 - (b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
 - (c) any other statement necessary to prove the contractual obligations relating to the carriage of vehicles and enabling the passenger to assert the rights resulting from the contract of carriage.
4. The passenger must ensure, on receipt of the carriage voucher, that it has been made out in accordance with his instructions.

*Article 25***Applicable law**

Subject to the provisions of this Chapter, the provisions of Chapter III relating to the carriage of luggage shall apply to vehicles.

TITLE IV

LIABILITY OF THE CARRIER

CHAPTER I

Liability in case of death of, or personal injury to, passengers*Article 26***Basis of liability**

1. The carrier shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other physical or mental harm to, a passenger, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from railway vehicles whatever the railway infrastructure used.
2. The carrier shall be relieved of this liability:
 - (a) if the accident has been caused by circumstances not connected with the operation of the railway and which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;
 - (b) to the extent that the accident is due to the fault of the passenger;
 - (c) if the accident is due to the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.
3. If the accident is due to the behaviour of a third party and if, in spite of that, the carrier is not entirely relieved of his liability in accordance with paragraph 2, letter (c), he shall be liable in full up to the limits laid down in these Uniform Rules but without prejudice to any right of recourse which the carrier may have against the third party.
4. These Uniform Rules shall not affect any liability which may be incurred by the carrier in cases not provided for in paragraph 1.
5. If carriage governed by a single contract of carriage is performed by successive carriers, the carrier bound pursuant to the contract of carriage to provide the service of carriage in the course of which the accident happened shall be liable in case of death of, and personal injuries to, passengers. When this service has not been provided by the carrier, but by a substitute carrier, the two carriers shall be jointly and severally liable in accordance with these Uniform Rules.

*Article 27***Damages in case of death**

1. In case of death of the passenger the damages shall comprise:
 - (a) any necessary costs following the death, in particular those of transport of the body and the funeral expenses;
 - (b) if death does not occur at once, the damages provided for in Article 28.
2. If, through the death of the passenger, persons whom he had, or would have had, a legal duty to maintain are deprived of their support, such persons shall also be compensated for that loss. Rights of action for damages of persons whom the passenger was maintaining without being legally bound to do so, shall be governed by national law.

*Article 28***Damages in case of personal injury**

In case of personal injury or any other physical or mental harm to the passenger the damages shall comprise:

- (a) any necessary costs, in particular those of treatment and of transport;
- (b) compensation for financial loss, due to total or partial incapacity to work, or to increased needs.

*Article 29***Compensation for other bodily harm**

National law shall determine whether and to what extent the carrier must pay damages for bodily harm other than that for which there is provision in Articles 27 and 28.

*Article 30***Form and amount of damages in case of death and personal injury**

1. The damages under Article 27(2) and Article 28(b) must be awarded in the form of a lump sum. However, if national law permits payment of an annuity, the damages shall be awarded in that form if so requested by the injured passenger or by the persons entitled referred to in Article 27(2).
2. The amount of damages to be awarded pursuant to paragraph 1 shall be determined in accordance with national law. However, for the purposes of these Uniform Rules, the upper limit per passenger shall be set at 175 000 units of account as a lump sum or as an annual annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

*Article 31***Other modes of transport**

1. Subject to paragraph 2, the provisions relating to the liability of the carrier in case of death of, or personal injury to, passengers shall not apply to loss or damage arising in the course of carriage which, in accordance with the contract of carriage, was not carriage by rail.
2. However, where railway vehicles are carried by ferry, the provisions relating to liability in case of death of, or personal injury to, passengers shall apply to loss or damage referred to in Article 26(1) and Article 33(1), caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from the said vehicles.
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.

*CHAPTER II****Liability in case of failure to keep to the timetable****Article 32***Liability in case of cancellation, late running of trains or missed connections**

1. The carrier shall be liable to the passenger for loss or damage resulting from the fact that, by reason of cancellation, the late running of a train or a missed connection, his journey cannot be continued the same day, or that a continuation of the journey the same day could not reasonably be required because of given circumstances. The damages shall comprise the reasonable costs of accommodation as well as the reasonable costs occasioned by having to notify persons expecting the passenger.
2. The carrier shall be relieved of this liability, when the cancellation, late running or missed connection is attributable to one of the following causes:
 - (a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;

- (b) fault on the part of the passenger; or
- (c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.
3. National law shall determine whether and to what extent the carrier must pay damages for harm other than that provided for in paragraph 1. This provision shall be without prejudice to Article 44.

CHAPTER III

Liability in respect of hand luggage, animals, registered luggage and vehicles

Section 1

Hand luggage and animals

Article 33

Liability

1. In case of death of, or personal injury to, passengers the carrier shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, articles which the passenger had on him or with him as hand luggage; this shall apply also to animals which the passenger had brought with him. Article 26 shall apply *mutatis mutandis*.
2. In other respects, the carrier shall not be liable for the total or partial loss of, or damage to, articles, hand luggage or animals the supervision of which is the responsibility of the passenger in accordance with Article 15, unless this loss or damage is caused by the fault of the carrier. The other Articles of Title IV, with exception of Article 51, and Title VI shall not apply in this case.

Article 34

Limit of damages in case of loss of or damage to articles

When the carrier is liable under Article 33(1), he must pay compensation up to a limit of 1 400 units of account per passenger.

Article 35

Exclusion of liability

The carrier shall not be liable to the passenger for loss or damage arising from the fact that the passenger does not conform to the formalities required by customs or other administrative authorities.

Section 2

Registered luggage

Article 36

Basis of liability

1. The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, registered luggage between the time of taking over by the carrier and the time of delivery as well as from delay in delivery.
2. The carrier shall be relieved of this liability to the extent that the loss, damage or delay in delivery was caused by a fault of the passenger, by an order given by the passenger other than as a result of the fault of the carrier, by an inherent defect in the registered luggage or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.
3. The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances:
- (a) the absence or inadequacy of packing;
 - (b) the special nature of the luggage;
 - (c) the consignment as luggage of articles not acceptable for carriage.

*Article 37***Burden of proof**

1. The burden of proving that the loss, damage or delay in delivery was due to one of the causes specified in Article 36(2) shall lie on the carrier.
2. When the carrier establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 36(3), it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or in part to one of those risks.

*Article 38***Successive carriers**

If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the luggage with the luggage registration voucher or the vehicle with the carriage voucher, shall become a party to the contract of carriage in respect of the forwarding of luggage or the carriage of vehicles, in accordance with the terms of the luggage registration voucher or of the carriage voucher and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible for the carriage over the entire route up to delivery.

*Article 39***Substitute carrier**

1. Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.
2. All the provisions of these Uniform Rules governing the liability of the carrier shall apply also to the liability of the substitute carrier for the carriage performed by him. Articles 48 and 52 shall apply if an action is brought against the servants or any other persons whose services the substitute carrier makes use of for the performance of the carriage.
3. Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by the obligations or waivers resulting from such special agreement.
4. Where and to the extent that both the carrier and the substitute carrier are liable, their liability shall be joint and several.
5. The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.
6. This Article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier.

*Article 40***Presumption of loss**

1. The person entitled may, without being required to furnish further proof, consider an item of luggage as lost when it has not been delivered or placed at his disposal within 14 days after a request for delivery has been made in accordance with Article 22(3).
2. If an item of luggage deemed to have been lost is recovered within one year after the request for delivery, the carrier must notify the person entitled if his address is known or can be ascertained.

3. Within thirty days after receipt of a notification referred to in paragraph 2, the person entitled may require the item of luggage to be delivered to him. In that case he must pay the charges in respect of carriage of the item from the place of consignment to the place where delivery is effected and refund the compensation received less, where appropriate, any costs included therein. Nevertheless he shall retain his rights to claim compensation for delay in delivery provided for in Article 43.

4. If the item of luggage recovered has not been claimed within the period stated in paragraph 3 or if it is recovered more than one year after the request for delivery, the carrier shall dispose of it in accordance with the laws and prescriptions in force at the place where the item of luggage is situated.

Article 41

Compensation for loss

1. In case of total or partial loss of registered luggage, the carrier must pay, to the exclusion of all other damages:
 - (a) if the amount of the loss or damage suffered is proved, compensation equal to that amount but not exceeding 80 units of account per kilogram of gross mass short or 1 200 units of account per item of luggage;
 - (b) if the amount of the loss or damage suffered is not established, liquidated damages of 20 units of account per kilogram of gross mass short or 300 units of account per item of luggage.

The method of compensation, by kilogram missing or by item of luggage, shall be determined by the General Conditions of Carriage.

2. The carrier must in addition refund the charge for the carriage of luggage and the other sums paid in relation to the carriage of the lost item as well as the customs duties and excise duties already paid.

Article 42

Compensation for damage

1. In case of damage to registered luggage, the carrier must pay compensation equivalent to the loss in value of the luggage, to the exclusion of all other damages.
2. The compensation shall not exceed:
 - (a) if all the luggage has lost value through damage, the amount which would have been payable in case of total loss;
 - (b) if only part of the luggage has lost value through damage, the amount which would have been payable had that part been lost.

Article 43

Compensation for delay in delivery

1. In case of delay in delivery of registered luggage, the carrier must pay in respect of each whole period of 24 hours after delivery has been requested, but subject to a maximum of 14 days:
 - (a) if the person entitled proves that loss or damage has been suffered thereby, compensation equal to the amount of the loss or damage, up to a maximum of 0,80 units of account per kilogram of gross mass of the luggage or 14 units of account per item of luggage, delivered late;
 - (b) if the person entitled does not prove that loss or damage has been suffered thereby, liquidated damages of 0,14 units of account per kilogram of gross mass of the luggage or 2,80 units of account per item of luggage, delivered late.

The methods of compensation, by kilogram missing or by item of luggage, shall be determined by the General Conditions of Carriage.

2. In case of total loss of luggage, the compensation provided for in paragraph 1 shall not be payable in addition to that provided for in Article 41.

3. In case of partial loss of luggage, the compensation provided for in paragraph 1 shall be payable in respect of that part of the luggage which has not been lost.
4. In case of damage to luggage not resulting from delay in delivery the compensation provided for in paragraph 1 shall, where appropriate, be payable in addition to that provided for in Article 42.
5. In no case shall the total of compensation provided for in paragraph 1 together with that payable under Articles 41 and 42 exceed the compensation which would be payable in case of total loss of the luggage.

Section 3

Vehicles

Article 44

Compensation for delay

1. In case of delay in loading for a reason attributable to the carrier or delay in delivery of a vehicle, the carrier must, if the person entitled proves that loss or damage has been suffered thereby, pay compensation not exceeding the amount of the carriage charge.
2. If, in case of delay in loading for a reason attributable to the carrier, the person entitled elects not to proceed with the contract of carriage, the carriage charge shall be refunded to him. In addition the person entitled may, if he proves that loss or damage has been suffered as a result of the delay, claim compensation not exceeding the carriage charge.

Article 45

Compensation for loss

In case of total or partial loss of a vehicle the compensation payable to the person entitled for the loss or damage proved shall be calculated on the basis of the usual value of the vehicle. It shall not exceed 8 000 units of account. A loaded or unloaded trailer shall be considered as a separate vehicle.

Article 46

Liability in respect of other articles

1. In respect of articles left inside the vehicle or situated in boxes (e.g. luggage or ski boxes) fixed to the vehicle, the carrier shall be liable only for loss or damage caused by his fault. The total compensation payable shall not exceed 1 400 units of account.
2. So far as concerns articles stowed on the outside of the vehicle, including the boxes referred to in paragraph 1, the carrier shall be liable in respect of articles placed on the outside of the vehicle only if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such a loss or damage or recklessly and with knowledge that such loss or damage would probably result.

Article 47

Applicable law

Subject to the provisions of this Section, the provisions of Section 2 relating to liability for luggage shall apply to vehicles.

CHAPTER IV

Common provisions

Article 48

Loss of right to invoke the limits of liability

The limits of liability provided for in these Uniform Rules as well as the provisions of national law, which limit the compensation to a fixed amount, shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

*Article 49***Conversion and interest**

1. Where the calculation of compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of the compensation.
2. The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 55 or, if no such claim has been made, from the day on which legal proceedings were instituted.
3. However, in the case of compensation payable pursuant to Articles 27 and 28, interest shall accrue only from the day on which the events relevant to the assessment of the amount of compensation occurred, if that day is later than that of the claim or the day when legal proceedings were instituted.
4. In the case of luggage, interest shall only be payable if the compensation exceeds 16 units of account per luggage registration voucher.
5. In the case of luggage, if the person entitled does not submit to the carrier, within a reasonable time allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the time allotted and the actual submission of such documents.

*Article 50***Liability in case of nuclear incidents**

The carrier shall be relieved of liability pursuant to these Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to the laws and prescriptions of a State governing liability in the field of nuclear energy.

*Article 51***Persons for whom the carrier is liable**

The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.

*Article 52***Other actions**

1. In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.
2. The same shall apply to any action brought against the servants and other persons for whom the carrier is liable pursuant to Article 51.

TITLE V

LIABILITY OF THE PASSENGER*Article 53***Special principles of liability**

The passenger shall be liable to the carrier for any loss or damage:

- (a) resulting from failure to fulfil his obligations pursuant to:

1. Articles 10, 14 and 20;

2. the special provisions for the carriage of vehicles, contained in the General Conditions of Carriage; or
3. the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID); or

(b) caused by articles and animals that he brings with him,

unless he proves that the loss or damage was caused by circumstances that he could not avoid and the consequences of which he was unable to prevent, despite the fact that he exercised the diligence required of a conscientious passenger. This provision shall not affect the liability of the carrier pursuant to Articles 26 and 33(1).

TITLE VI

ASSERTION OF RIGHTS

Article 54

Ascertainment of partial loss or damage

1. When partial loss of, or damage to, an article carried in the charge of the carrier (luggage, vehicles) is discovered or presumed by the carrier or alleged by the person entitled, the carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the article and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.
2. A copy of the report must be supplied free of charge to the person entitled.
3. Should the person entitled not accept the findings in the report, he may request that the condition of the luggage or vehicle and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties to the contract of carriage or by a court or tribunal. The procedure to be followed shall be governed by the laws and prescriptions of the State in which such ascertainment takes place.

Article 55

Claims

1. Claims relating to the liability of the carrier in case of death of, or personal injury to, passengers must be addressed in writing to the carrier against whom an action may be brought. In the case of a carriage governed by a single contract and performed by successive carriers the claims may also be addressed to the first or the last carrier as well as to the carrier having his principal place of business or the branch or agency which concluded the contract of carriage in the State where the passenger is domiciled or habitually resident.
2. Other claims relating to the contract of carriage must be addressed in writing to the carrier specified in Article 56(2) and (3).
3. Documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, where appropriate, the copies duly certified if the carrier so requires. On settlement of the claim, the carrier may require the surrender of the ticket, the luggage registration voucher and the carriage voucher.

Article 56

Carriers against whom an action may be brought

1. An action based on the liability of the carrier in case of death of, or personal injury to, passengers may only be brought against the carrier who is liable pursuant to Article 26(5).
2. Subject to paragraph 4 other actions brought by passengers based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of carriage on which the event giving rise to the proceedings occurred.
3. When, in the case of carriage performed by successive carriers, the carrier who must deliver the luggage or the vehicle is entered with his consent on the luggage registration voucher or the carriage voucher, an action may be brought against him in accordance with paragraph 2 even if he has not received the luggage or the vehicle.
4. An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

5. An action may be brought against a carrier other than those specified in paragraphs 2 and 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.
6. To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.
7. If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.

Article 58

Extinction of right of action in case of death or personal injury

1. Any right of action by the person entitled based on the liability of the carrier in case of death of, or personal injury to, passengers shall be extinguished if notice of the accident to the passenger is not given by the person entitled, within 12 months of his becoming aware of the loss or damage, to one of the carriers to whom a claim may be addressed in accordance with Article 55(1). Where the person entitled gives oral notice of the accident to the carrier, the carrier shall furnish him with an acknowledgement of such oral notice.
2. Nevertheless, the right of action shall not be extinguished if:
 - (a) within the period provided for in paragraph 1 the person entitled has addressed a claim to one of the carriers designated in Article 55(1);
 - (b) within the period provided for in paragraph 1 the carrier who is liable has learned of the accident to the passenger in some other way;
 - (c) notice of the accident has not been given, or has been given late, as a result of circumstances not attributable to the person entitled;
 - (d) the person entitled proves that the accident was caused by fault on the part of the carrier.

Article 59

Extinction of right of action arising from carriage of luggage

1. Acceptance of the luggage by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or delay in delivery.
2. Nevertheless, the right of action shall not be extinguished:
 - (a) in case of partial loss or damage, if:
 1. the loss or damage was ascertained in accordance with Article 54 before the acceptance of the luggage by the person entitled;
 2. the ascertainment which should have been carried out in accordance with Article 54 was omitted solely through the fault of the carrier;
 - (b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the luggage by the person entitled, if he:
 1. asks for ascertainment in accordance with Article 54 immediately after discovery of the loss or damage and not later than three days after the acceptance of the luggage; and
 2. in addition, proves that the loss or damage occurred between the time of taking over by the carrier and the time of delivery;
 - (c) in case of delay in delivery, if the person entitled has, within twenty-one days, asserted his rights against one of the carriers specified in Article 56(3);
 - (d) if the person entitled proves that the loss or damage was caused by fault on the part of the carrier.

Article 60

Limitation of actions

1. The period of limitation of actions for damages based on the liability of the carrier in case of death of, or personal injury to, passengers shall be:
 - (a) in the case of a passenger, three years from the day after the accident;

(b) in the case of other persons entitled, three years from the day after the death of the passenger, subject to a maximum of five years from the day after the accident.

2. The period of limitation for other actions arising from the contract of carriage shall be one year. Nevertheless, the period of limitation shall be two years in the case of an action for loss or damage resulting from an act or omission committed either with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

3. The period of limitation provided for in paragraph 2 shall run for actions:

(a) for compensation for total loss, from the fourteenth day after the expiry of the period of time provided for in Article 22(3);

(b) for compensation for partial loss, damage or delay in delivery, from the day when delivery took place;

(c) in all other cases involving the carriage of passengers, from the day of expiry of validity of the ticket.

The day indicated for the commencement of the period of limitation shall not be included in the period.

4. Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.

TITLE VII

RELATIONS BETWEEN CARRIERS

Article 61

Apportionment of the carriage charge

1. Any carrier who has collected or ought to have collected a carriage charge must pay to the carriers concerned their respective shares of such a charge. The methods of payment shall be fixed by agreement between the carriers.

2. Article 6(3), Article 16(3) and Article 25 shall also apply to the relations between successive carriers.

Article 62

Right of recourse

1. A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:

(a) the carrier who has caused the loss or damage shall be solely liable for it;

(b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter (c);

(c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.

2. In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.

Article 63

Procedure for recourse

1. The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 62 may not be disputed by the carrier against whom the right to recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.

2. A carrier exercising his right of recourse must present his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.

3. The court or tribunal shall give its decision in one and the same judgment on all recourse claims brought before it.
4. The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.
5. When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to paragraph 4.
6. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.

Article 64

Agreements concerning recourse

The carriers may conclude agreements which derogate from Articles 61 and 62.

ANNEX II

MINIMUM INFORMATION TO BE PROVIDED BY RAILWAY UNDERTAKINGS AND TICKET VENDORS

Part I: Pre-journey information

General conditions applicable to the contract

Time schedules and conditions for the fastest trip

Time schedules and conditions for all available fares, highlighting the lowest fares

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Availability of capacity and access conditions for bicycles

Availability of seats in first and second class as well as couchette cars and sleeping carriages

Disruptions and delays (planned and in real time)

Availability of on-board facilities, including Wi-Fi and toilets, and of on-board services, including the assistance passengers are provided with by staff

Information prior to purchase on whether the ticket or the tickets constitute a through-ticket

Procedures for reclaiming lost luggage

Procedures for the submission of complaints

Part II: Information during the journey

On-board services and facilities, including Wi-Fi

Next station

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ANNEX III

MINIMUM SERVICE QUALITY STANDARDS

Information and tickets

Punctuality of services, and general principles to cope with disruptions to services

Delays

- (i) overall average delay of services as a percentage per category of service (long-distance, regional and urban/suburban);
- (ii) percentage of delays caused by circumstances referred to in Article 19(10);
- (iii) percentage of services delayed at departure;
- (iv) percentage of services delayed at arrival:
 - percentage of delays of less than 60 minutes;
 - percentage of delays of 60-119 minutes;
 - percentage of delays of 120 minutes or more;

Cancellations of services

- (i) cancellation of services as a percentage per category of service (international, domestic long-distance, regional and urban/suburban);
- (ii) cancellation of services as a percentage per category of service (international, domestic long-distance, regional and urban/suburban) caused by circumstances referred to in Article 19(10).

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Complaint handling, refunds and compensation for non-compliance with service quality standards

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ANNEX IV

CORRELATION TABLE

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Article 1(a)	Article 1(a)
Article 1(b)	Article 1(b)
—	Article 1(c)
Article 1(c)	Article 1(d)
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Article 1(d)	Article 1(f)
Article 1(e)	Article 1(g)
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Article 2(3)	—
Article 2(4)	—
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—	Article 2(2)
—	Article 2(3)
—	Article 2(4)
—	Article 2(5)
Article 3	Article 3
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Article 3(4)	Article 3(2)

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