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REPORT

From:	General Secretariat of the Council
To:	Permanent Representatives Committee / Council
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Subject:	Proposal for a Regulation of the European Parliament and of the Council on rail passengers' rights and obligations – General approach

I. INTRODUCTION

1. The Commission submitted the above-mentioned proposal to the European Parliament and to the Council on 27 September 2017. The proposal was presented using the recast technique.
2. The main reasons for the Commission to present the revision were to address the perceived problems relating notably to force majeure situations, use of exemptions, rights of persons with disabilities and reduced mobility, and so-called through-tickets.

II. WORK AT OTHER INSTITUTIONS

3. The European Parliament, during its 8th parliamentary term, designated the Committee on Transport and Tourism (TRAN) as the responsible committee on this proposal and Mr Bogusław Liberadzki (SD, PL) as the rapporteur.
4. On 15 November 2018, the Parliament adopted its first reading position on the proposal.
5. Mr Liberadzki was reconfirmed as the rapporteur for the 9th parliamentary term.
6. The European Economic and Social Committee adopted its opinion on the proposal at the 531st plenary session, on 18 January 2018. The European Committee of the Regions decided not to issue an opinion.
7. The German Bundesrat, the Spanish Parliament, the Senate of the Republic of Italy, the Romanian Senate and the Portuguese Parliament have adopted opinions on the application of the principles of subsidiarity and proportionality.

III. WORK WITHIN THE COUNCIL

8. The Working Party on Land Transport started its work on the proposal on 29 September 2017 with a general presentation of the proposal. The impact assessment was analysed on 5 October 2017.
9. The Council (TTE, Transport) was informed on the intermediate state of play of the first examination on 5 December 2017 (doc. 14637/17). The first progress report was presented to the Council on 7 June 2018 (doc. 8721/18), the second one on 3 December 2018 (doc. 14277/18) and the third one on 6 June 2019 (doc. 9333/19).

IV. OUTSTANDING ISSUES

10. The Working Party on Land Transport has addressed a number of issues as regards the Commission proposal and has developed compromises on these issues. The Presidency considers that the current compromise represents a balanced and coherent solution to all those issues.
11. The recitals have not been systematically analysed and aligned; this should be done by the Working Party once the general approach is agreed.

V. CONCLUSION

12. The Permanent Representatives Committee is invited to endorse the compromise and to submit it, as presented in the annex to this report, for a general approach at the TTE Council (Transport) on 2 December 2019.
13. The Council is invited to agree on a general approach. Furthermore, the Council is invited to request the Working Party on Land Transport to finalise the work, by aligning the recitals not included in the general approach, in accordance with the articles and annexes of the agreed text.

Proposal for a
REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL
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 Committee¹,

Having regard to the opinion of the Committee of the Regions²,

Acting in accordance with the ordinary legislative procedure,

Whereas:

[recitals not reproduced]

¹ OJ C , , p. .

² OJ C , , p. .

HAVE ADOPTED THIS REGULATION:

Chapter I

General provisions

Article 1

Subject matter

This Regulation establishes rules applicable to rail transport as regards the following:

- (a) non-discrimination between passengers with regard to transport conditions;
- (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 cancellation or delay;
- (e) minimum information to be provided to passengers;
- (f) non-discrimination against, and ~~mandatory~~ 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 domestic and international 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 Council³.
 - 1a. **Member States may exempt from the scope of this Regulation, with the exception of Articles 11 and 12, services which are operated strictly for their historical interest or their tourist value.**
 - 1b. **Exemptions granted in accordance with paragraphs 4 and 6 of Article 2 of Regulation 1371/2007 before [OJ: add the date of entry into force] shall remain valid until the date they expire. Exemptions granted in accordance with paragraph 5 of Article 2 before [OJ: add the date of entry into force] shall remain valid until [OJ: add the date of application].**
 - 1c. **Where a Member State has granted an exemption to its domestic rail passenger services pursuant to paragraph 4 of Article 2 of Regulation 1371/2007, it may renew that exemption up to two times for a maximum period of five years on both occasions.**
2. Subject to paragraph 4, Member States may exempt the following services from the application of this Regulation:
 - (a) urban, suburban and regional rail passenger services ~~as referred to in Directive 2012/34/EU, except~~, **including such** cross-border services within the Union;
 - (b) international rail passenger services of which a significant part, including at least one scheduled station stop, is operated outside the Union, ~~provided that passengers' rights are adequately ensured under relevant national law on the territory of the Member State granting the exemption.~~

³ OJ L 343, 14.12.2012, p. 32.

3. Member States shall inform the Commission of exemptions granted pursuant to **paragraphs 1a, 1c and points (a) and (b) of paragraph 2**, and on the adequacy of their national law on their territory for the purposes of point (b) of paragraph 2.
4. ~~Articles 5, 10, 11 and 25 and Chapter V shall apply to all rail passenger services referred to in paragraph 1, including~~ **For services exempted in accordance with paragraph 1c point (a) and (b) of paragraph 2, Articles 5, 10, 11 and 12 and Chapter V and Articles 27 and 28 shall apply. For services exempted in accordance with point (a) of paragraph 2, Articles 5, 10(2), 10(4), 10(5), 11, 12, 20(1), 21, 27 and 28 shall apply.**

Article 3

Definitions

For the purposes of this Regulation the following definitions shall apply:

- (1) ‘railway undertaking’ means a railway undertaking as defined in Article 3(1) of Directive 2012/34/EU;
- (2) ‘infrastructure manager’ means an infrastructure manager as defined in Article 3, **point (2)** 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 **a one or more railway stations** and which may be the infrastructure manager⁴;
- (4) ‘tour operator’ means an organiser or retailer, other than a railway undertaking, within the meaning of ~~Article 3~~ **points (8) and (9) of Article 3** of Directive (EU) 2015/2302 of the European Parliament and of the Council⁵;

⁴ **Add a new recital: Where there are several station managers responsible for one station, the Member States should have the possibility to designate the body in charge for the responsibilities referred to in this Regulation.**

⁵ 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).

- (5) ‘ticket vendor’ means any retailer of rail transport services, ~~concluding transport contracts and selling tickets on~~ **the basis of a contract or other arrangement between the retailer and the behalf of a railway undertaking or for its own account;**
- (6) ‘transport contract’ means a contract of **rail** carriage for reward or free of charge between a railway undertaking ~~or a ticket vendor~~ and the passenger for the provision of one or more transport services;
- (7) ‘reservation’ means an authorisation, on paper or in electronic form, giving entitlement to transportation subject to previously confirmed personalised transport arrangements;
- (8) ‘through-ticket’ means a ticket or tickets ~~representing a single transport contract for successive railway services operated by one or more railway undertakings~~ **as defined in Article 3(35) of Directive 2012/34/EU;**
- (9) ‘service’ means a passenger rail transport service that operates between rail stations ~~or stops~~ according to a timetable. **It covers also transport services offered for re-routing;**
- (10) ‘journey’ means the carriage of a passenger between a station of departure and a station of arrival ~~under a single transport contract;~~
- (11) ‘domestic rail passenger service’ means a rail passenger service which does not cross a border of a Member State;
- (11a) ‘urban and suburban rail passenger service’ means a rail passenger service as defined in Article 3(6) of Directive 2012/34/EU;**
- (11b) ‘regional rail passenger service’ means a rail passenger service as defined in Article 3(7) of Directive 2012/34/EU;**
- (12) ‘international rail passenger service’ means international rail passenger service as defined in Article 3(5) of Directive 2012/34/EU;

- (13) ‘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 ~~final~~ station of **final** destination;
- (14) ‘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;
- (15) ‘missed connection’ means a situation where a passenger misses one or more services in the course of a **rail** journey, **sold as 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**;
- (16) ‘person with disabilities’ and ‘person with reduced mobility’ means any person who has a permanent or temporary physical , mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder their full and effective use of transport on an equal basis with other passengers or whose mobility when using transport is reduced due to age;
- ~~(17) ‘General Conditions of Carriage’ means the conditions of the railway undertaking 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;~~

~~(18) 'vehicle' means a motor vehicle or a trailer carried on the occasion of the carriage of passengers;~~

~~(19) 'CIV Uniform Rules' means 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).~~

(20) 'station' means a location on a railway where a passenger train 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 conditions of transport contract⁶

Without prejudice to social tariffs, railway undertakings, ~~or~~ 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 final customer's nationality ~~or residence~~, or the place of establishment of the railway undertaking, ~~or~~ ticket vendor **or tour operator** within the Union.

⁶ ***Add a new recital:* Member States should prohibit discrimination on the basis of the nationality of the passenger or the place of establishment of the railway undertaking, ticket vendor or tour operator within the Union. However, social tariffs should not be prohibited, provided that they are proportionate and independent of the nationality of the passenger concerned. Railway undertakings, ticket vendors and tour operators are free to determine their commercial practises, including special offers and promotion of certain sales channels.**

Article 6

Bicycles

1. Passengers shall be entitled to take bicycles⁷ on board the train, **subject to limitations referred to in paragraph 3, and where appropriate for a reasonable fee may be charged. In trains where a compulsory reservation is required, it shall be possible to make a reservation for the carriage for an bicycle.**

Where a passenger has made a reservation for a bicycle and where the carriage of the bicycle is refused without a duly justified reason, the passenger is entitled to re-routing or reimbursement in accordance with Article 16, compensation in accordance with Article 17 and assistance in accordance with Article 18(2).

- 1a. **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** ~~They~~ shall keep their bicycles under supervision and **make all reasonable efforts to ensure that they cause no harm or damage** ~~their bicycles under supervision during the journey and ensure that no inconvenience or damage is caused~~ to other passengers, mobility equipment, luggage or rail operations.

~~The carriage of bicycles may be refused or restricted for safety or operational reasons provided that railway undertakings, ticket vendors, tour operators and, where appropriate, station managers inform passengers of the conditions for such a refusal or restriction in accordance with Regulation (EU) No 454/2011.~~

⁷ **Add a new recital: (13a) 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, where applicable, is covered by the provisions of this Regulation relating to luggage.**

3. **Railway undertakings may restrict the right to bring bicycles for safety or operational reasons, in particular capacity limits during peak hours, or where rolling stock does not permit it. Railway undertakings may also restrict the carriage of bicycles based on their weights and dimensions. 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 Commission Regulation (EU) No 454/2011 on their official websites.**
4. **Member States may require railway undertakings to prepare plans on how to increase and improve the transport of bicycles, and other solutions encouraging combined use of railways and bicycles, and keep those plans up-to-date.**

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.
2. Railway undertakings may offer **transport** contract conditions 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 for persons with disabilities in accordance with accessibility requirements laid down in Directive (EU) 2019/882⁸ and in Commission Regulations 454/2011 and 1300/2014, and before their implementation, decisions to discontinue services either permanently or temporarily.

Article 9

Travel information⁹

1. Railway undertakings 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. ~~Ticket vendors offering transport contracts on their own account, and tour operators, shall provide this information where available.~~
2. Railway undertakings ~~and, where possible, ticket vendors~~ shall provide the passenger during the journey, ~~including at connecting stations~~, with at least the information set out in Annex II, Part II. **Where a station manager at a connecting station has such information, it shall also provide the information to the passengers.**

⁸ 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).

⁹ **Add a new recital: The size of ticket vendors varies substantially from micro to large enterprises and some of them offer their services only off- or on-line. Thus the obligation to provide travel information to passengers should be proportional to the capacity of the ticket vendor.**

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 ~~up-to-date~~ **appropriate** communication technologies. Particular attention shall be paid to ensuring that this information is accessible to persons with disabilities in accordance with the accessibility requirements laid down in Directive **(EU) 2019/882** and **Commission Regulations 454/2011 and 1300/2014**.
4. ~~Station managers and Infrastructure managers shall make~~ **distribute** real-time data relating to **the arrival and the departure of** trains ~~including those operated by other railway undertakings available~~ to railway undertakings and ~~station managers~~ ticket vendors, in a non-discriminatory manner **and without undue delay. Upon request, ticket vendors shall have access to that real-time data.**

Article 10

Availability of tickets, ~~through tickets~~ and reservations

1. Railway undertakings and ticket vendors shall offer tickets and, where available, through-tickets **as referred to in Article 10a**, and reservations. ~~They shall make all possible efforts to offer through tickets, including for journeys across borders and with more than one railway undertaking. Railway undertakings shall cooperate among themselves with the objective to offer through tickets as widely as possible, for both domestic and international transport.~~
2. Without prejudice to paragraphs 3 and 4, railway undertakings ~~and ticket vendors~~ shall **distribute sell, either directly or by way of ticket vendors or tour operators**, tickets to passengers via at least one of the following ~~points~~ **means** of sale:
 - (a) ticket offices, **other points of sales** or ticketing machines;
 - (b) telephone, the Internet or any other widely available information technology;
 - (c) on board trains.

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

- ~~3. Railway undertakings shall offer the possibility to obtain tickets for the respective service on board the train, unless this is limited or denied on grounds relating to security or antifraud policy or compulsory train reservation or reasonable commercial grounds.~~
4. Where there is no ticket office or ticketing machine in the station of departure, passengers shall be informed at the station:
- (a) of the possibility of purchasing tickets via telephone or the Internet or on board the train, and of the procedure for such purchase;
 - (b) of the nearest railway station or place at which ticket offices and/or ticketing machines are available.
5. 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 ~~and persons with reduced mobility~~ shall be permitted to buy tickets on board the train at no extra cost **unless it is limited or denied on grounds relating to security or compulsory train reservation. Where there is no staff on board the train, the railway undertaking shall inform the persons with disabilities on whether and how to purchase the ticket. Member States may require that persons with disabilities are recognised as such in accordance with their national law and practices.**

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 Railway Agency shall publish the information on its website relating to the implementation of Commission Regulations 1300/2014 and 454/2011.

~~6. Where a passenger receives separate tickets for a single journey comprising successive railway services operated by one or more railway undertakings, his rights to information, assistance, care and compensation shall be equivalent to those under a through-ticket and cover the whole journey from the departure to the final destination, unless the passenger is explicitly informed otherwise in writing. Such information shall in particular state that when the passenger misses a connection, he or she would not be entitled to assistance or compensation based on the total length of the journey. The burden of proof that the information was provided shall lie with the railway undertaking, its agent, tour operator or ticket vendor.~~

Article 10a

Through-tickets¹⁰

- 1. Railway undertakings, ticket vendors and tour operators shall make all reasonable possible efforts to offer through-tickets for domestic and international rail passenger services, including for journeys across borders and with more than one railway undertaking, and in particular for services operated by a sole railway undertaking. Railway undertakings shall cooperate among themselves with the objective to offer through-tickets as widely as possible, for both domestic and international rail passenger services.**
- 2. For journeys including one or more connections, a passenger shall be informed prior to purchasing a ticket or tickets whether that ticket or those tickets constitute a through-ticket.**

¹⁰ ***Add new recital:* Through-tickets allow seamless journeys for passengers and thus reasonable efforts should be made to offer such tickets for domestic, international, urban, suburban and regional services, including also rail services exempted in this Regulation. For the calculation of the period of delay for compensations, for such rail services, delays occurred during the parts of the journey outside the scope of this Regulation should be possible to be excluded.**

- 3. 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 16, 17 and 18 if the passenger misses one or more connections. This does not apply if it is indicated clearly on the ticket or tickets that the tickets represent separate transport contracts and the passenger was informed of the matter prior to the purchase in accordance with paragraph 2.**
- 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 and to compensate 50 % of the amount paid in that transaction for the ticket or tickets in case the passenger misses one or more connections. This does 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 the matter prior to the purchase.**

The ticket vendors or the tour operators are responsible for handling of requests and possible complaints of the passenger under this paragraph. The reimbursement and the compensation referred to in the first subparagraph shall be paid within 30 days after the receipt of the request. The right referred to in this paragraph is without prejudice to applicable national law granting passengers further compensation for damage.

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

Chapter III

Liability of railway undertakings for passengers and their luggage

Article 11

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 12

Insurance and coverage of liability ~~in the event of passenger death or personal injury~~

A railway undertaking shall be adequately insured **or have adequate guarantees under market conditions for cover**, in accordance with Article 22 of Directive 2012/34/EU ~~and on the basis of an assessment of its risks, or make equivalent arrangements for cover of its liabilities under this Regulation.~~

Article 13

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 fifteen 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 in the cases 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 14

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 a passenger claiming compensation for damage from third parties.

Chapter IV

Delays, missed connections and cancellations

Article 15

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 16

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**, ~~in the course of a journey with a through ticket~~, that arrival at the final destination under the transport contract will be subject to a delay of ~~more than~~ 60 minutes **or more**, the **railway undertaking operating the delayed or cancelled service** ~~passenger~~ shall immediately **offer the passenger** ~~have the choice between one of the following, and 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. ~~The payment of the reimbursement shall be made under the same conditions as the payment for compensation referred to in Article 17;~~
 - (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. ~~The railway undertaking providing the service delayed or cancelled shall make the necessary arrangements for the remedial actions referred to in paragraph 1. Where, for the purposes of points (b) and (c) of paragraph 1, comparable re-routing may be~~ **is operated by the same railway undertaking or that railway undertaking tasks another undertaking 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.** ~~any railway undertaking and may involve the use of transport of a higher class and alternative modes of transport without generating additional costs to the passenger. Railway undertakings shall make reasonable efforts to avoid additional connections and that delay in the total travel time is as short as possible. when using an alternative mode of transport for the part of the journey not completed as planned shall be comparable to the scheduled travel time of the original journey. Passengers shall not be downgraded to transport facilities of a lower class unless such facilities are the only re-routing means available.~~

Without prejudice to the first subparagraph, the railway undertaking may agree, upon the request of the passenger, that the passenger concludes transport contracts with other providers of transport services which enable the passenger to reach the final destination under comparable conditions, and reimburse for the costs incurred.

3. Re-routing transport service providers shall pay particular attention to providing persons with disabilities and persons with reduced mobility with a comparable level of accessibility to the alternative service. **Re-routing transport service providers may provide persons with disabilities and persons with reduced mobility with alternative services appropriate to their needs different from those offered to other passengers.**
4. **The reimbursements referred to in paragraph 1(a) and in the second subparagraph of paragraph 2 shall be paid within 30 days after the receipt of the request. Member States may require railway undertakings to accept such requests by certain means of communication, provided that the request does not create discriminatory effects.**

Article 17

Compensation of the ticket price

1. Without losing the right of transport, a passenger ~~may request~~ **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 ~~transport contract~~ **ticket or through-ticket** for which the cost ~~of the ticket~~ has not been reimbursed in accordance with Article 16.

Passengers are also entitled to compensation in the case of a cancellation or a delay of 60 minutes or more, where a rerouting takes place pursuant to Article 16(1)(b). In such a case the delay shall be calculated based on the scheduled time of arrival at the final destination according to the original ticket or through-ticket and the actual time of arrival at the final destination. The minimum compensations 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 also applies to passengers who hold a travel pass or season ticket. If they encounter recurrent delays or cancellations during the period of validity of the travel pass or season ticket, they ~~may request~~ **are 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 shall~~ be counted cumulatively and passengers ~~may shall~~ 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 on the 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 under any other form of transport contract allowing travelling several 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 territories of the Union.
- 4a. **Member States may require railway undertakings to accept requests for compensation by certain means of communication, provided that the request does not create discriminatory effects.**
5. 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.
6. 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.
7. The passenger shall not have any right to compensation if he is informed of a delay before he buys a ticket, or if a delay due to continuation on a different service or re-routing remains below 60 minutes.

- 8. The passenger shall not have the right to compensation in the case of delays, cancellations and missed connections caused directly by, or inherently linked with:**
- (a) circumstances not connected with the operation of the railway, such as extreme weather conditions or major natural disasters, which the railway undertaking, 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 railway undertaking, 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, such as suicides, persons on the track, cable theft, emergencies onboard, law enforcement activities, sabotage or terrorism;**

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

~~8. A railway undertaking shall not be obliged to pay compensation if it can prove that the delay was caused by severe weather conditions or major natural disasters endangering the safe operation of the service and could not have been foreseen or prevented even if all reasonable measures had been taken.~~

Article 18

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 ticket vendor~~ 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. In the case of any delay as referred to in paragraph 1 of ~~more than~~ 60 minutes **or more, or cancellation of a service, the railway undertaking operating the delayed or cancelled service shall offer the passengers** ~~shall also be offered~~ 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;
 - (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 within a reasonable delay**, railway undertakings shall ~~organise~~ **offer** as soon as possible alternative transport services for passengers **and make the necessary arrangements.**
4. Railway undertakings shall, at the request of the passenger, certify ~~on the ticket or by any other means~~ that the rail service has suffered a delay, led to a missed connection or that it has been cancelled, ~~as the case might be.~~

5. In applying paragraphs 1, 2, 3 and 4, the operating railway undertaking shall pay particular attention to the needs of persons with disabilities and persons with reduced mobility and any accompanying persons.
6. ~~In addition to the obligations on railway undertakings pursuant to Article 13a(3) of Directive 2012/34/EU, the station manager of a railway station handling at least 10 000 passengers per day on average over a year shall ensure that the operations of the station, the railway undertakings and the infrastructure manager are coordinated through a proper contingency plan in order to prepare for the possibility of major disruption and long delays leading to a considerable number of passengers being stranded in the station. The plan shall ensure that stranded passengers are provided with adequate assistance and information, including in accessible formats in accordance with the accessibility requirements laid down in Directive XXX. Upon request, the station manager shall make the plan, and any amendments to it, available to the national enforcement body or to any other body designated by a Member State. Station managers of railway stations handling fewer than 10 000 passengers per day on average over a year shall make all reasonable efforts to coordinate station users and to assist and inform stranded passengers in such situations.~~ **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 for them to be prepared for the possibility of major disruption and long delays leading to a considerable number of passengers being stranded in the station.**

Article 19

Right of redress

~~Where a railway undertaking pays compensation or meets its other obligations in accordance with this Regulation, no provision of this Regulation or national law may be interpreted as restricting its right to seek compensation for costs from any person, including third parties, in accordance with the law applicable. In particular, this Regulation shall in no way restrict the railway undertaking's right to seek reimbursement from a third party, with whom it has a contract and which contributed to the event which triggered compensation or other obligations. No provision of this Regulation may be interpreted as restricting the right of a third party, other than a passenger, with whom a railway undertaking has a contract, to seek reimbursement or compensation from the railway undertaking in accordance with applicable relevant laws.~~

Chapter V

Persons with disabilities and persons with reduced mobility

Article 20

Right to transport

1. Railway undertakings and station managers shall, with the active involvement of representatives ~~organisations~~ of persons with disabilities and persons with reduced mobility, establish, or shall have in place, non-discriminatory access rules for the transport of persons with disabilities, **including their personal assistants recognised as such in accordance with the national practices**, and persons with reduced mobility ~~including their personal assistants~~. ~~The rules shall allow the passenger to be accompanied by an assistance dog in accordance with any relevant national rules.~~ **The station manager and the railway undertaking shall establish in those rules which entity is responsible to provide the assistance to persons with disabilities and persons with reduced mobility, as referred to in Commission Regulation (EU) No 1300/2014.**
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 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 21

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 accessibility requirements laid down in **Commission Regulations (EU) No 454/2011 and No 1300/2014** and **Directive (EU) 2019/882**, on the accessibility of the station and associated facilities, rail services and on the access conditions of rolling stock in accordance with the access rules referred to in Article 20(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 exercises the derogation provided for in Article 20(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 make the reservation or to issue the ticket or the imposition of the condition of being accompanied. The railway undertaking, ticket vendor or tour operator shall make reasonable efforts to propose an alternative transport option 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 accessibility requirements laid down in Commission Regulations (EU) 454/2011, 1300/2014 and Directive (EU) 2019/882, is displayed in accordance with the access rules referred to in Article 20(1) regarding the nearest staffed stations and directly available assistance for persons with disabilities and persons with reduced mobility.**

Article 22

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, and if applicable, free of charge and be seated, where practicable, next to the person with disabilities.**

Where a railway undertaking requires that a person with disabilities needs to be accompanied on board the train in accordance with Article 20(2), the accompanying person shall be entitled to travel free of charge and be seated, where practicable, next to the person with disabilities.

They shall be allowed to be accompanied by an assistant dog in accordance with any relevant national law;

- ~~1.b)~~ **on departure from, transit through or arrival at, a staffed railway station of a person with disabilities or a person with reduced mobility, assistance shall be provided the station manager or the railway undertaking or both 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 the train departing service, or to disembark from the arriving service for which he or she purchased a ticket, without prejudice to the access rules referred to in Article 20(1). Such assistance shall be available all times when there is trained staff on duty at the station;**

c) **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;**

~~2.d)~~ in the absence of **trained accompanying staff on board a train and** at a station, ~~railway undertakings and station managers shall make~~ all reasonable efforts **shall be made** to enable ~~disabled~~ persons **with disabilities** or persons with reduced mobility to have access to travel by rail.

~~3. In unstaffed stations, railway undertakings and station managers shall ensure that easily available information, including in accessible formats in accordance with the accessibility requirements laid down Directive (EU) 822/2019, is displayed in accordance with the access rules referred to in Article 20(1) regarding the nearest staffed stations and directly available assistance for persons with disabilities and persons with reduced mobility.~~

~~4. Assistance shall be available in stations during all times when rail services operate.~~

e) **the railway undertaking shall make all reasonable efforts to provide access to the same onboard services as other passengers, where these persons cannot have access to those services independently and safely.**

5. **The rules referred to in Article 20(1) shall establish the modalities for the rights referred to in paragraph 1.**

Article 23

Assistance on board

1. ~~Without prejudice to the access rules as referred to in Article 20(1), railway undertakings shall provide persons with disabilities and persons with reduced mobility assistance free of charge on board a train and during boarding and disembarking from a train.~~
2. ~~In the absence of accompanying staff on board a train, railway undertakings shall make reasonable efforts to enable persons with disabilities or persons with reduced mobility to have access to travel by rail.~~
3. ~~For the purposes of this Article, assistance on board shall consist of all reasonable efforts to offer assistance to a person with disabilities or a person with reduced mobility in order to allow that person to have access to the same services in the train as other passengers, should the extent of the person's disability or reduced mobility not allow him or her to have access to those services independently and in safety.~~
4. ~~Assistance shall be available on board trains during all times when rail services operate.~~

Article 24

Conditions under which assistance is provided

Railway undertakings, station managers, ticket vendors and tour operators shall cooperate in order to provide assistance to persons with disabilities and persons with reduced mobility ~~in line with, as specified in~~ **Articles 20 and 22**, 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 by the passenger or her/his representative** of the ~~person's~~ **passenger's** need for such assistance at least 48 hours before the assistance is needed. **Such notifications shall be forwarded to all railway undertakings and station managers involved in the journey.** 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 48 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.** ~~Such notifications shall be forwarded to all other railway undertakings and station managers involved in the person's journey;~~
- (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 the powers of other entities regarding areas located outside the railway station premises,~~ the station manager or any other authorised person shall designate points, ~~within and outside the railway station,~~ at which persons with disabilities and persons with reduced mobility can make known their arrival at the railway station and, ~~if need be,~~ request assistance;
- (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 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 accessibility rules referred to in Article 20(1). Those Single Points of Contact have the responsibility to:**
- (i) **accept requests for assistance at stations;**
 - (ii) **communicate individual requests of assistance to station managers and railway undertakings; and**
 - (iii) **provide information on accessibility.**

Article 25

**Compensation in respect of mobility equipment,
~~other specific equipment or~~ assistive devices and assistant dogs**

1. Where railway undertakings and station managers cause loss of, or damage to, **mobility equipment such as** wheelchairs, ~~other mobility equipment or~~ **to** assistive devices, **and or loss or injury of certified** assistant dogs used by persons with disabilities and persons with reduced mobility, they shall be liable for and compensate that loss or damage.
2. The compensation referred to in paragraph 1 shall be equal to the cost of replacement or repair of the **mobility** equipment or **assistive** devices lost or damaged. **For assistant dogs, the compensation referred to in paragraph 1 shall be equal to the cost of replacement or the treatment of the injury.**
3. ~~Where necessary~~ **Where paragraph 1 applies**, railway undertakings and station managers shall make **all every** reasonable efforts ~~rapidly~~ to provide **immediately needed** temporary replacements for ~~specific~~ **mobility** equipment or assistive devices, ~~which shall, where possible, have technical and functional features equivalent to those lost or damaged.~~ The person with disabilities or reduced mobility shall be permitted to keep ~~the~~ **that** temporary replacement equipment or device until the compensation referred to in paragraphs 1 and 2 has been paid.

Article 26

Staff training

Railway undertakings and station managers shall:

- (a) ensure that all personnel, ~~including those employed by any other performing party,~~ providing, **in their regular duties**, direct assistance to persons with disabilities and persons with reduced mobility, know how to meet the needs of persons with disabilities and of persons with reduced mobility, including those with mental and intellectual impairments;
- (b) provide training **and regular refresher training courses** to raise awareness of the needs of persons with disabilities **and persons with reduced mobility** among all personnel, working at the station **and onboard trains**, who deal directly with the travelling public.;
- ~~(c) ensure that, upon recruitment, all new employees receive disability-related training and that personnel attend regular refresher training courses.~~
- ~~(d) accept upon request the participation, in the training, of employees with disabilities, passengers with disabilities and 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. All railway undertakings, ~~ticket vendors~~ and station managers and ~~infrastructure managers~~ of stations handling more than 10 000 passengers per day on average over a year shall each set up a complaint-handling mechanism for the rights and obligations covered in this Regulation in their respective field of responsibility.¹¹ They shall make their contact details and working language(s) widely known to passengers. **This mechanism does not apply to Chapter III.**¹²

¹¹ **Add a new recital:** 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.

¹² **Add a new recital:** The provisions of this Regulation do not affect the rights of passengers to file a complaint to a national body or to seek legal redress under national procedures.

2. **Under the mechanisms referred to in paragraph 1**, passengers may submit a complaint to any railway undertaking, ~~ticket vendor, railway or station or infrastructure manager involved~~ **regarding their respective fields of responsibilities**. Complaints shall be submitted within ~~six~~ **three** months of the incident that is the subject of the complaint. 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 get a reply by what date** within a period of less than three months from the date of receipt of the complaint ~~a reply can be expected~~. Railway undertakings, ~~ticket vendors,~~ **and** station managers ~~and infrastructure managers~~ shall keep the ~~incident~~ data necessary to assess the complaint for ~~two years~~ **the duration of the entire complaint handling procedure, including the complaint handling procedures referred to in Articles 33 and 34**, and make ~~them~~ **it** available to national enforcement bodies upon request.
3. Details of the complaint handling procedure shall be **publicly** accessible, **including** to persons with disabilities and with reduced mobility.
4. The railway undertaking shall publish in the ~~annual~~ report referred to in Article 29 the number and categories of received complaints, processed complaints, response time and possible improvement actions undertaken.

Article 29

Service quality standards

1. ~~Railway undertakings and station managers~~ 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 and station managers~~ shall monitor their own performance as reflected in the service quality standards. Railway undertakings shall ~~each year~~ publish a report on their service quality performance ~~together with their annual report~~ **on their website at the latest by 30 June [OJ: Add the year of entry into force + 2 yrs], and every two years thereafter.** ~~Railway undertakings shall publish the reports on service quality performance on their website.~~ In addition, these reports shall 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 these 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. In addition, they shall provide a notice on the ticket, in either paper or electronic format or by any other means, including in accessible formats for persons with disabilities and persons with reduced mobility in accordance with the requirements laid down in Directive (EU) 2019/882 and in Commission Regulation (EU) No 1300/2014. That notice shall specify where such information can be obtained in the event of cancellation, missed connection or long delay. **Where it is not feasible to provide the notice on the ticket, they shall inform the passenger by other means.**
2. Railway undertakings and station managers shall inform passengers in an appropriate manner, including in accessible formats in accordance with the accessibility requirements in Directive (EU) 2019/882 and in Commission Regulation (EU) No 1300/2014, at the station and on the train, 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

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.

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.

Member States shall inform the Commission of the body or bodies designated in accordance with this Article and of its or their respective responsibilities.

Article 32

Enforcement tasks

1. The national enforcement bodies shall closely monitor compliance with this Regulation, **including with Commission Regulations 454/2011 and 1300/2014 as far as those Regulations are referred to in this Regulation**, and take the measures necessary to ensure that the rights of passengers are upheld. For this purpose, railway undertakings, station managers and infrastructure managers shall provide the bodies with relevant documents and information at their request. In carrying out their functions, the 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.
2. The national enforcement bodies shall publish statistics on their activity, including on sanctions applied, every **two** years, at the latest at the end of ~~April~~ **June** of the following calendar year.
3. 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 or other designated 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 Council¹³, after having complained unsuccessfully to the railway undertaking, ~~ticket vendor, or station or infrastructure manager~~ pursuant to Article 28 the passenger may complain to ~~an enforcement~~ a body referred to in paragraph 2 within 3 months from receiving information on the rejection of the original complaint. Where no reply is received within 3 months from making the original complaint, the passenger has the right to complain to the body referred to in paragraph 2. ~~Enforcement~~ Where necessary, that body shall inform the complainant about ~~their~~ his or her right to complain to alternative dispute resolution bodies to seek individual redress.
2. Any passenger may complain **either** to the national enforcement body, or any other body designated by a Member State for that purpose, about an alleged infringement of this Regulation.
3. The body 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, the body may, ~~at its discretion,~~ extend this 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 cases that involve legal proceedings may take longer than six months. Where the 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.

¹³ 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. 14).

4. Passenger complaints about an incident involving a railway undertaking shall be handled by the ~~national enforcement~~ body, **referred to in paragraph 2**, of the Member State that granted that undertaking's licence.
5. Where a complaint relates to alleged violations by station or infrastructure managers, the ~~national enforcement body shall be that~~ **the complaint shall be handled by the body referred to in paragraph 2** of the Member State on whose territory the incident occurred.
6. In the framework of cooperation pursuant to Article 34 ~~national enforcement~~ the bodies may derogate from paragraphs 4 or 5 where for justified reasons, in particular language or 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 practice for the purpose of coordination. The Commission shall support them in this task.

3. ~~The national enforcement bodies shall follow the procedure set out in Annex IV.~~ **In complex cases such as cases 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, 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 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, upon request of the national enforcement body handling the complaint, investigate the infringement of this Regulation identified by that body and, if necessary, impose sanctions.

Article 36

Delegation of powers

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

- (i) adjust the financial amount referred to in Article 13(2) ~~in light of inflation~~ **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);**
- (ii) amend Annex I, ~~II and III~~ 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) CIV Uniform Rules and technological developments in this area.**

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 [*date of entry into force of this Regulation*]. 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 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 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-Making¹⁴.
5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.

¹⁴ Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 123, 12.5.2016, p. 1).

6. A delegated act adopted pursuant to this Article 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 of 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

Report

The Commission shall report to the European Parliament and the Council on the implementation and the results of this Regulation five years after the adoption of this Regulation.

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

Article 39

Repeal

Regulation (EC) 1371/2007 is repealed **with effect from [OJ: add the date on entry into force + 24 months]**.

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 V.

Article 40

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 [OJ: add the date on entry into force + 24 months].

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

Done at Brussels,

For the European Parliament

The President

For the Council

The President

ANNEX I

Extract from 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. [...]
5. [...]
6. 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 the lowest fares
- Accessibility, access conditions and availability on board of facilities for persons with disabilities and persons with reduced mobility in accordance with the accessibility requirements laid down in Directive (EU) 2019/882 and in Commission Regulations (EU) 454/2011 and 1300/2014
- **Availability and** access conditions for bicycles
- Availability of seats in ~~smoking and non-smoking~~, first and second class as well as couchettes and sleeping carriages
- Any activities likely to disrupt or delay services
- Availability of on-board services, **including the availability of staff to assist passengers**
- **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
- Next station
- Delays
- Main connecting services
- Security and safety issues

ANNEX III

MINIMUM SERVICE QUALITY STANDARDS

Information and tickets

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

Cancellations of services

Cleanliness of rolling stock and station facilities (air quality and temperature control in carriages, hygiene of sanitary facilities, etc.)

Customer satisfaction survey

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

Assistance provided to disabled persons and persons with reduced mobility.

~~I. Requirements concerning railway undertakings~~

~~By 30 June of each year, railway undertakings shall publish on their website the service quality report corresponding to the previous business year and send it to the national enforcement body and to the European Union Agency for Railways for publication on its website. The undertaking shall publish on its website the report in its official national language(s) and, if possible, also in other Union languages, including a summary in English.~~

~~The service quality reports shall include information on at least the following:~~

~~1) Punctuality of services, and general principles of how railway undertakings cope with disruptions to services~~

~~(a) delays~~

~~(i) overall average delay of services as a percentage per category of service (international, domestic long distance, regional and urban/suburban);~~

~~(ii) percentage of services delayed at departure;~~

~~(iii) — 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;~~

~~(b) — cancellations of services~~

~~cancellation of services as a percentage per category of service (international, domestic long-distance, regional and urban/suburban);~~

~~(c) — application of the Regulation in relation to delays and cancellations of services:~~

~~(i) — number of passengers to whom care and assistance were provided;~~

~~(ii) — cost of this care and assistance provision;~~

~~(iii) — number of passengers to whom compensation was granted;~~

~~(iv) — cost of the compensation granted;~~

~~(2) — Customer satisfaction survey~~

~~Minimum set of categories to be included:~~

~~(i) — punctuality of trains;~~

~~(ii) — information to passengers in the event of delay;~~

~~(iii) — accuracy and availability of information on trains;~~

~~(iv) — quality of maintenance/condition of trains;~~

~~(v) — level of security on trains;~~

~~(vi) — cleanliness of inside of the train;~~

~~(vii) — provision of useful information throughout the journey;~~

~~(viii) — availability of good-quality toilets on every train;~~

~~(ix) — cleanliness and maintenance of stations to a high standard;~~

~~(x) — accessibility of trains and on-board facilities, including accessible toilets;~~

~~(xi) — number of incidents and quality of assistance effectively provided to persons with disabilities and persons with reduced mobility on board in accordance with Article 24, irrespective of the prior notification of a request of assistance.~~

~~(3) Complaint handling~~

- ~~(i) — number of complaints and outcome;~~
- ~~(ii) — categories of complaints;~~
- ~~(iii) — number of processed complaints;~~
- ~~(iv) — average response time;~~
- ~~(v) — possible improvements, actions undertaken.~~

~~(4) — Assistance provided to persons with disabilities and persons with reduced mobility~~

~~number of cases of assistance per category of service (international, domestic long distance, regional and urban/suburban).~~

~~(5) — Disruptions~~

~~existence and short description of contingency plans, crisis management plans.~~

~~H. — Requirements concerning station managers and infrastructure managers~~

~~The service quality reports shall include information on at least the following:~~

~~(1) Information and tickets~~

- ~~(i) — procedure for handling information requests at the station;~~
- ~~(ii) — procedure and means for providing information about train schedules, tariffs and platforms; quality of the information;~~
- ~~(iii) — display of information on rights and obligations under the Regulation and on contact details of national enforcement bodies;~~
- ~~(iv) — ticket buying facilities;~~
- ~~(v) — availability of staff at the station to provide information and sell tickets;~~
- ~~(vi) — provision of information to persons with disabilities or reduced mobility;~~

~~(2) General principles to cope with service disruptions~~

- ~~(i) — number of passengers to whom care and assistance were provided;~~
- ~~(ii) — cost of this care and assistance provision;~~

~~(3) Description of measures in place to ensure cleanliness of station facilities (toilets, etc.)~~

~~(i) — cleaning intervals;~~

~~(ii) — availability of toilets;~~

~~(4) Customer satisfaction survey~~

~~Minimum categories to be included:~~

~~(i) — information for passengers in the event of delay;~~

~~(ii) — accuracy, availability and accessibility of information on train times/platforms;~~

~~(iii) — level of security in the station;~~

~~(iv) — time taken to respond to information requests at stations;~~

~~(v) — availability of good quality toilets in the station (including accessibility);~~

~~(vi) — cleanliness and maintenance of stations;~~

~~(vii) — accessibility of station and station facilities.~~

~~(viii) number of incidents and quality of assistance provided to persons with disabilities and persons with reduced mobility at the station.~~

ANNEX IV

COMPLAINT HANDLING PROCEDURE FOR NATIONAL ENFORCEMENT BODIES

~~In complex cases such as cases involving multiple claims 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, 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 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.~~

ANNEX V

CORRELATION TABLE

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Annex I

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Annex II

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Annex III

Annex IV to V