

Position Paper

Brussels, 30 January 2024

Regulation on passenger rights in the context of multimodal journeys and Review of the passenger rights Regulations

1. Key Messages

- **Responsibilities and duties of each entity need to be better defined and balanced.** Proposal introduces many new obligations for carriers, while being unreasonably light on the responsibility of the intermediaries. It should be clear that carrier and entities selling multimodal tickets have a commercial agreement and terms of contracting, specifically that intermediaries must be authorised to sell carriers' tickets.
- **Scope of the Multimodal Regulation needs to be better defined:** We believe there should be further clarity in the relationship between the scope of the Regulation on passenger rights in the context of multimodal journeys ("Multimodal Regulation") and the specific Passenger Rights Regulations. Specifically, with regard to the definition of buses and coaches, there appears to be ambiguity concerning the inclusion of local buses (under 250 km). It seems disproportionate that the Multimodal Passenger Rights Regulation (Multimodal Regulation) would regulate these services more than their own modal Regulation and these services should be excluded. Same should be done for urban and suburban rail passenger transport, including transport offers from regional transport associations and regional rail passenger transport, that Member States may have exempted from the majority of Regulation (EC) 2021/782 on rail passengers' rights and obligations ("the Rail PRR").
- **Passenger awareness is key, too much information brings the opposite effect.** In the current proposal it reads that tickets will in practice have to have a notice that it is not a single/combined multimodal ticket. Further on, before purchasing the tickets passengers must be informed about the type of multimodal ticket(s) they buy, even in the case when it is a separate multimodal ticket. At this time multimodal tickets represent a very small fragment of all sold tickets and writing on most of the tickets the latter information would more confuse passengers than inform them.
- **Claiming reimbursement through a form in any language of the European Union means a huge burden for carriers.** An EU wide reimbursement form is a concept that was introduced by the Rail PRR and in preparation of the form it was understood that a commonly understood language together with the working language(s) of the rail carrier were sufficient. If under the Multimodal Regulation carrier would need to accept the form in any language would represent an unnecessary burden.
- **Railways already have the most comprehensive Passenger Rights Regulation¹,** that was revised most recently of all modes. The Multimodal Regulation should for that reason align terminology where appropriate and unify concepts. For example, it would seem unduly complicated to shorten the period for reimbursement to 14 days in this Regulation, as it is almost impossible to meet by the carriers. It also seems unclear why - in contrast to the Rail PRR - assistance should be provided by the carrier without a certain minimum level of delay.
- **The Multimodal Regulation imposes sector-wide system responsibility on carriers and other stakeholders as regards travellers with disabilities who travel multimodally.** The Multimodal Regulation implies a fundamental change of the public transport system and how to provide assistance for passengers. Harmonization of provisions is necessary to accommodate the multimodal journey of travellers with disabilities.

¹ Study on the EU Regulatory Framework for Passenger Rights found on this [link](#)

2. Introduction

CER considers the protection of their customers first and foremost as the sector's own long-standing commitment. CER members are well aware that the passenger experience is the decisive factor when customers pick their transport mode. It is worth pointing out, that the railway sector is committed to the adopted Regulation (EC) 2021/782 on rail passengers' rights and obligations. CER appreciates the need for a passenger rights framework in a multimodal context, so every entity in the chain understands their rights and obligations to best serve the needs of their passengers.

The Passengers Rights Regulations represent a significant accomplishment within the EU. However, it is crucial that this legislation serves not only passengers but also carriers and intermediaries. A clear delineation of obligations and responsibilities for all stakeholders is essential to establish a framework that facilitates and encourages multimodality while ensuring adequate protection for passengers. It is also important to consider that without proper infrastructure, functioning multimodality is not possible.

3. Clarifications needed

Definition of the three multimodal tickets shows understanding of the complexity of multimodal tickets, by attaching different obligations to different ways these tickets are being sold and organised. It must be understood that multimodal journeys are difficult to organise and sell as a single service and it requires intensive cooperation between different transport carriers. If third parties would be allowed to sell different "single mode" tickets as a single multimodal ticket without a commercial agreement, it would lead to bad passenger experience and an increase in ticket prices, as carriers would have to account for the extra risk.

In the further legislative process, we would seem it prudent for the following terms to be further clarified and better defined, which we clustered in two categories:

3.1. Passenger Rights

- **Multimodal journey:** in the definition - similar as in the scope according to Art 2 § 1 - it should be specified that all "transport services" encompassed in the new Regulation must fall under the existing scope of the Union legislation on passenger rights to avoid any confusion. Unlike in the Rail PRR, urban and suburban transport is not expressly excluded and this should be corrected. Specifically, with regard to the definition of buses and coaches, there appears to be ambiguity concerning the inclusion of local buses (under 250 km). Same should be done for urban and suburban rail passenger transport and regional rail passenger transport that Member States may have exempted from the majority of the Rail PRR.
- **Single multimodal contract:** it should be explicitly stated that carriers must provide consent through a commercial agreement if they wish to participate in a single multimodal contract.
- **Combined multimodal tickets:** it should be explicitly stated that carriers must provide consent through a commercial agreement if they wish to participate in a combined multimodal contract, since carriers will bear responsibility in the event of a missed connection, posing both financial and reputational risks for them.

- **Separate multimodal tickets:** the definition requires that the respective tickets are “offered together by a carrier.” It would be helpful to further clarify what the term means and to better specify this is a multimodal ticket sought for, selected and bought by a passenger in separate transactions.
- **Missed connection during a multimodal journey:** the wording of the definition is reasonably similar to the one in the Rail PRR, however there it is specified that it applies to a situation of a single contract (“through-ticket”). In the multimodal context with this definition it would mean missed connection with any ticket. The definition “missed connection” only plays a role in the Multimodal Regulation when it comes to single or combined multimodal ticket(s). Therefore, the definition should be limited as well to single or combined multimodal ticket(s).
- **Information provided by the carrier on the type of tickets:** it would seem excessive that carriers need to inform when a ticket is a separate multimodal ticket, which represents the vast majority of tickets sold. The obligation should exclusively apply to single and combined multimodal tickets.
- **General guidance on minimum connecting time:** the term should be further clarified, for example if a general overview is sufficient. It should also be clarified how station managers/ multimodal hub managers proceed with the information obligation when the subsequent trip is out of the EU and it includes time-consuming passport and security checks. Moreover, it should be clarified which criteria apply for the designation of the multimodal hubs manager unless both terminal and station managers will be in charge of the management of the concerned passenger multimodal hub.
- **Contracting carrier and operating carrier:** both terms are used in the Multimodal Regulation and should be further clarified respectively and what is the difference between them. It would be important to further explain obligations and responsibilities of each entity and whether it affects who passengers turn to in case of a missed connection.
- **Easily accessible:** the term is used in paragraphs 2 and 4 of Article 8, and as it is not used in other Passenger Rights Regulations it should be clarified.
- **Multimodal passenger hub:** According to the Multimodal Regulation, multimodal passenger hubs must be set up at specific junctions mentioned in Annex I. It should be clarified which criteria apply for the designation of the multimodal hubs and which stations reach the criteria in the year of publishing the Multimodal Regulation in the Official Journal in order to determine to which stations / station managers / passenger hubs the obligations in the Multimodal Regulation apply. This is unclear at the moment. It should explicitly state what does “longer-distance” mean in the phrase “longer-distance transport networks”, whether it means stations that serve cross-border connections or stations between the larger cities.
- **Package Travel Directive:** the connections to and differences between the new Regulation and the Package Travel Directive would benefit from clearer clarification.
- **Processing of personal data:** article 5 p. 8 states that a carrier may only use contact details for certain purposes and that contact details shall be deleted within 72 hours. We believe it is sufficient to make a general reference to Regulation (EU) 2016/679 since the Multimodal Regulation should not imply that carriers are forced to create extra processes or to otherwise assess the purposes of its processing of personal data in ways that deviates from Regulation (EU) 2016/679.

- **Title of Article 7:** We believe the title article should be consistent with title of article 8 and state: "Reimbursement and re-routing when the single multimodal contract was booked through a carrier."

The Multimodal Regulation also stipulates that passengers which do not receive the reimbursement within 14 days (from the intermediary) should be contacted by the contracting carrier to receive the payment details for the reimbursement. It is not clear how the carriers are supposed to know that a passenger did not receive the payment from the intermediary. This reinforces the need to define the term contracting carrier and that intermediary in the commercial contract should be obliged to provide such information as soon as possible when asked by the contracted carrier.

The Multimodal Regulation states that every two years the carrier shall publish a service quality report on the website, with information regarding how many customers have lost their connections during multimodal journeys. It is CER's assessment that it will be very difficult for the carriers to obtain the information in question. This requires considerable coordination between bus, ferry and train carriers.

At the end we would like to point out that multimodal passenger rights should not lead to less attractive multimodal journeys. The introduction increases the pressure to secure (multimodal) interchanges, i.e. to ensure connections. This could result in longer minimum connecting times, increasing total journey time and thus decrease the attractiveness of intermodal connections.

3.2. Persons with reduced mobility

- **Challenges of a multimodal journey:** In order to achieve a reliable and feasible single point of contact for assistance with the multimodal journey, harmonization of legal provisions, travel conditions, operational agreements, etc. will be necessary. This harmonization is lacking even within countries, let alone between countries. The respective legal requirements of the transport modes involved in the multimodal mobility chain, such as the TSI PRM² for the rail system, must also be taken into account. Major steps will still have to be taken to realize multimodal journey assistance.
- **Single point of contact for assistance at multimodal passenger hubs:** This presents railway undertakings with major operational challenges; it would be helpful to specify the way of implementation of such a Single point of contact and the requirements that need to be met by railway undertakings and infrastructure managers. Furthermore, it would be helpful to stipulate that the Single Point of contact doesn't need to be a physical point at the station and station managers can serve the passengers through digital tools.
- **Assistance:** it is unclear what the assistance mentioned in article 14 entails exactly (assistance with the entry and exit of the transport, transfer assistance / guidance from one transport service to the other, navigation through the station, monitoring of the transfer, adjustment of the journey, etc.). This should be clarified in order to determine the exact obligations. Furthermore, it should be clarified what "in the context of" means in article 14. At this moment it is unclear if an operating carrier (not being the contracting carrier) falls under the scope of this article. This further underlines the importance of the clarification of the definition of contracting vs operating carrier.

² European Regulation on technical specifications for interoperability (TSI) relating to persons with reduced mobility (PRM).

Regarding the obligation to provide assistance as laid down in Article 14. p. e e (reasonable efforts to provide assistance if no notification is made), it is important to point out that this obligation raises false expectations among persons with disabilities and persons with reduced mobility and has a negative effect on the reliability of the assistance service itself. It is known from multiple customer surveys that predictability and reliability are most important for passengers who travel with travel assistance.

4. Better alignment with Rail Passenger Rights Regulation

CER is well aware that the European Commission and other EU institutions have already invested a great deal of effort in recent years to improve the modal regulations in force and to ensure that these rules are effectively applied throughout the EU. For example, the rights and obligations of rail passengers have been the subject of a major overhaul (the Rail PRR), which CER members have implemented since 7 June 2023.

In connection with the Rail PRR, the Multimodal Passenger Rights Regulation should strive to harmonize terminology where applicable and consolidate concepts to ensure consistency and coherence. This alignment is crucial for a standardized and easily comprehensible framework that facilitates efficient implementation, easily understandable also by the passengers. With this in mind, CER believes that the following elements should be refined:

- **Combined multimodal ticket:** in the definition of the combined multimodal ticket it states “purchased by means of a single payment” while in the Rail PRR the term “single commercial transaction” is used. Unless the term means something else, we would advise to use terminology used in Rail PRR.
- **Carriers:** the definition under article 3 § 2 (b) should refer to article 3 lit. a) of the CIV = Annex I to the Rail PRR, in order to align the railway transport with the other land transport modes.
- **Ticket vendor:** the definition of “ticket vendor” in the new proposal should be consistent with the one enshrined in the Rail PRR. A clearer reference to a contract between ticket vendors and transport carriers should be made.
- **Subsequent transport services:** in the definition of the single multimodal ticket the term successive transport service is used, while in articles 7 and 9 the term subsequent transport service is utilized. We would recommend unifying this term.
- **Payment period for reimbursement:** in the Rail PRR the payment period is 30 days, while in the Multimodal Regulation it is 14 days, which is not realistic and at times impossible to comply with. We would recommend for that period to be aligned with the Rail PRR period of 30 days, that has proved to be already very challenging even in a unimodal context.
- **Common reimbursement form:** It's worth mentioning that the implementation of a common claim form under Rail PRR 2021 is still pending as the European Commission implementing act establishing a common form for reimbursement requests is not published yet. It seems prudent to wait for the introduction of this standardized form. Additionally, the last sentence in article 11.3 grants passengers the right to provide information in any language of the Union. However, this places undue burdens on the receiving carrier (and intermediary). A more suitable approach could involve permitting passengers to use either the official national language(s) of the respective carrier or English.

- **Complaints:** the Multimodal Regulation doesn't limit the size of multimodal hubs when setting up a complaint-handling mechanism. It would seem prudent to limit this to stations/terminals with a certain number of passengers, as for example in Rail PRR at 10.000 passengers per day.
- **Durable medium:** the term is not used in Rail PRR. The question arises as to what is legally required as a minimum requirement (particularly with regard to the storage capacity and reproducibility of push messages that are sent to passengers). A clarification could be achieved by specifying the term "written correspondence". One-sided communication by means of push notifications to which the traveller cannot respond, pre-programmed conversational agents or internet bots should not fall under article 5.7.
- **Minimum service quality standards:** Annex II in conjunction with Article 17 of the new multimodal Regulation would result in further requirements beyond the existing Annex II Rail PRR, particularly with regard to PRM. It would be good to align the new Annex with the existing Annex in the Rail PRR.
- **Introducing 60 minutes delay:** If the passenger misses the connection, he is entitled to full reimbursement automatically. In Rail PRR, if the carrier can bring the passenger to the destination within less than 60 minutes of delay with other transport services, this right is waived and Multimodal Regulation should introduce this rule.
- **PRM assistance:** In the Rail PRR it is stated that the customers can book PRM-assistance at least 24 hours before departure. In the Multimodal Regulation it is stated that PRM-assistance can be booked no later than 48 hours before travel. It should be clarified what connection it has with the 24-hour deadline in the Rail PRR.
- **Entry into force:** an implementation "1 year after entry into force" of the Multimodal Regulation is a very tight deadline and we would like it to be at least two years, as it was in the Rail PRR. Especially with PRM requirements (Chapter IV), processes must first be created across all modes of transport that do not even exist today.

5. Review of the Passenger Rights Regulations

The proposal amending the European Passenger Rights Regulations introduces only 3 articles to the Rail PRR, that are the same also for Multimodal Regulation, so comments by CER would be the same. The term durable medium in article 30a should be clarified by specifying the term "written correspondence". One-sided communication by means of push notifications to which the traveller cannot respond, pre-programmed conversational agents or internet bots, should not be covered.

6. Conclusion

CER would like to thank DG MOVE and especially Unit B.5 for the way they involved all stakeholders in the preparation of this proposal. As a stakeholder we felt well informed during the process.

Our remarks are intended to clarify certain aspects of the Multimodal Regulation, which we believe would be beneficial to all stakeholders and financially sustainable for the carriers. At the end we would like to emphasize that the Multimodal Regulation plays an important role in fostering multimodality, however multimodality is first and foremost possible with appropriate infrastructure, transport equipment, digitalisation and dedicated staff. These elements should be in the focus of the efforts of all stakeholders.

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About CER

The Community of European Railway and Infrastructure Companies (CER) brings together railway undertakings, their national associations as well as infrastructure managers and vehicle leasing companies. The membership is made up of long-established bodies, new entrants and both private and public enterprises, representing 78% of the rail network length, 81% of the rail freight business and about 94% of rail passenger operations in EU, EFTA and EU accession countries. CER represents the interests of its members towards EU policy makers and transport stakeholders, advocating rail as the backbone of a competitive and sustainable transport system in Europe. For more information, visit www.cer.be or follow us on Twitter [@CER_railways](https://twitter.com/CER_railways) or [LinkedIn](https://www.linkedin.com/company/cer).

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