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WORKING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Transport - Intermodal Questions and Networks
Subject:	RPRR Compilation of MS submitted questions– Intermodal WP 16.07.2026

Delegations will find attached a compilation of the questions submitted by MS on the above subject.

RPRR targeted revision – questions Intermodal WP

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Block 1 – Definitions and scope

Definitions (Art. 3)

Proposal

(1) Article 3 is amended as follows:

(a) point (9) is replaced by the following:

'(9) 'through-ticket' means a ticket or tickets representing a transport contract for successive railway services operated by one or more railway undertakings;';

(b) the following point (9a) is inserted:

'(9a) 'single ticket' means valid evidence, regardless of its form, of a through-ticket or of the conclusion of two or more transport contracts for a journey purchased in a single commercial transaction from a railway undertaking, ticket vendor or tour operator;';

MS questions

BE

1. *What are the reasons for maintaining both the concepts of a "through-ticket" and a "single ticket" when their definitions appear to overlap significantly?*
2. *What criteria make it possible to clearly distinguish a "single ticket consisting solely of a through-ticket" from other types of single tickets?*
3. *Is it envisaged to clarify these definitions in order to avoid legal uncertainty for operators and passengers?*

NL

4. *Could the Commission further clarify the relationship between the concepts of a "through-ticket" and a "single ticket", and the legal effects attached to each? In particular, how does the Commission envisage explaining these concepts and the associated passenger rights in a clear and user-friendly manner to passengers?*
5. *Could the Commission elaborate on how passengers will be able to recognise that a journey has been sold as a "single ticket" and therefore benefits from the associated passenger rights? For example, would a standardised label, symbol or information requirement be considered useful in supporting passenger awareness and understanding?*

AT

6. *How should return journeys (where both the inbound and the outbound journey are purchased at the same time) be treated?*
7. *Could this mean that the scope of the Regulation might also extend to tickets that were previously excluded? Must all tickets that are combined into a 'single ticket' as part of a 'single commercial transaction' fall within the scope of the Regulation in each case?*
8. *[What are] the objective criteria to be used to assess whether a journey can be sold as a 'single ticket'[?] [Is] compliance with the minimum connection times [...] the only*

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decisive element in this regard, and [does] falling short of the minimum connection times preclude[…] the existence of a single ticket (see also paragraph 4)

9. *Do season tickets or travel passes also fall within the scope of application, or can they be used or combined when booking single tickets?*
10. *For example, regarding a trip from Vienna to Berlin: The Austrian "Klimaticket"(season pass valid for all trains) would be valid up to the border. What passenger rights apply in the event of a train delay or cancellation?*

FR

11. *Why was the decision made to create a concept of "single ticket" that encompasses both "direct tickets"—that is, separate transport contracts—and single transport contracts purchased as part of a single commercial transaction?*

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Scope (Art 12)

Proposal

> '2. For journeys involving long-distance or regional rail passenger services under a single ticket, the railway undertaking whose delayed or cancelled or early departed service causes a missed connection with one or more services under that same single ticket shall be liable in accordance with Articles 18, 19 and 20 for all relevant disruption occurring during the entire journey if the passenger misses one or more connections. Railway undertakings whose services under a single ticket are missed due to a missed connection shall allow the passenger to continue the journey on their next service, subject to the availability of seats.

MS questions

FI

1. *It is not clear if the concept of single tickets and the obligation to offer single tickets is supposed to cover also urban and suburban services. In article 12 point 2, journeys involving long-distance and regional rail passenger services are mentioned but paragraph 3, 4, or paragraph 5 (b) does not specify the type of service.*

SE

2. *Article 12.2 applies to long-distance or regional rail passenger services under a single ticket. How should this provision be interpreted in situations where, within a single transaction, a journey consists of three segments operated by different railway undertakings? For example, a long-distance segment, followed by a local service, and then another long-distance segment (with a total travel time that doesn't exceed 12 hours). In such a case, should the entire journey be regarded as a 'single ticket' giving rise to full passenger rights under the Regulation? Or should it rather be treated as three separate journeys, on the basis that the local segment may fall outside the scope of the Regulation?*
3. *Furthermore, how should the provision be applied where two short-distance services (each individually classified as urban, suburban or regional transport and potentially individually exempted from the Regulation) are combined into a journey that, taken as a whole, effectively constitutes a regional rail passenger service.*

CZ

4. *Is the proposal really intended to create a single travel document that covers, for example, a train journey within a city (or a short intercity journey) and a subsequent long-distance journey across several countries, with the rail provider operating the short part of journey (with a negligible fare) being responsible for the entire journey (at a much higher price)?*

DK

5. *We understand that regional services are also within the scope of the proposal to amend the rail passenger rights regulation.*

In Denmark, we have exempted (sub)urban and regional rail passenger services in accordance with article 2(6)(a) of regulation 2021/782. As the proposal on single tickets does not amend article 2, our reading is, that the regional services can still be exempted from the regulation apart from the mandatory provisions listed in article 2(8) of regulation 2021/782.

We would therefore like for the Commission to confirm

i. *that the regional services can still be exempted from e.g. article 19 (compensation), but still have to allow re-routing in accordance with article 18(3).*

ii. *that it is still only article 12(1) regarding through-tickets that will apply after 7 June 2028 for regional services, where the exemption provision has been fully utilized.*

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Block 2 – Rights under the single ticket

Responsible railway undertaking (Art. 12(2), first sentence)

Proposal

> '2. For journeys involving long-distance or regional rail passenger services under a single ticket, the railway undertaking whose delayed or cancelled or early departed service causes a missed connection with one or more services under that same single ticket shall be liable in accordance with Articles 18, 19 and 20 for all relevant disruption occurring during the entire journey if the passenger misses one or more connections. […]

MS questions

AT

1. *If multiple railway undertakings are responsible for a missed connection or delay, which railway undertakings is ultimately liable, and to whom should the passenger turn?*
2. *How should rebookings or subsequent changes be handled?*

DE

3. *How can the railway undertaking whose service causes the missed connection fulfil the passenger's rights in accordance with Article 18 (1), i.e. immediately offer the passenger the choice between the options set out in Article 18 (1) (a) through (c)?*
4. *What are "all relevant disruptions"?*
    - *Does the term include delays of the service used for re-routing or of the "next service" (second sentence)? Does the passenger using the re-routing service or the "next service" have full passenger rights if that service is delayed and the passenger misses a connection on the re-routed journey?*
    - *What applies if the re-routing services causes a delay that entitles the passenger to compensation under Article 19? Which railway undertaking would be liable – the undertaking operating the "original" service, the undertaking operating the re-routing service or both?*
    - *What happens if none of the services (original services and re-routing services) causes a delay that would entitle the passenger to compensation but the delays calculated together would?*

IT

5. *The proposal would allow single tickets to be created by third-party distributors, even in the absence of commercial agreements between the railway undertakings concerned, provided that the minimum connection time is respected. Could the Commission explain the rationale for assigning the obligations relating to assistance, rerouting and compensation to railway undertakings in relation to travel combinations created by third parties without the direct involvement of those undertakings?*

NL

6. *The proposal significantly strengthens passenger protection in the event of missed connections and disruptions. Could the Commission also elaborate on how passengers*

will be informed about planned cancellations or longer-term service disruptions, so that they can make timely travel and rebooking decisions?

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Right to journey continuation (Art. 12(2), second sentence)

Proposal

> '2. […] Railway undertakings whose services under a single ticket are missed due to a missed connection shall allow the passenger to continue the journey on their next service, subject to the availability of seats.

MS questions

SE

1. *In the final part of article 12.2, railway undertakings are required to allow passengers holding a single ticket to continue their journey on the next available service in the event of a missed connection. Does the railway undertaking whose services are missed have a right of recourse against the railway undertaking responsible for the delay? Furthermore, how does this obligation relate to the responsibilities of the delayed railway undertaking under the same provision?*

NL

2. *Could the Commission clarify how the condition "subject to the availability of seats" is intended to operate in practice? In particular, who determines seat availability, how will this be communicated to passengers, and does the concept also take account of situations where standing capacity is available? Further guidance on the practical application of this provision would be welcome.*
3. *Article 18(3) of Regulation (EU) 2021/782 provides a framework for passengers to arrange alternative transport where re-routing options have not been communicated within 100 minutes. Could the Commission clarify how this framework interacts with the proposed right in Article 12(2) to continue the journey on the next service? In particular, how does the Commission envisage passengers benefiting from this right where suitable onward ('next') services may depart before alternative travel arrangements have been communicated?*
4. *Could the Commission provide further clarification on how passengers will exercise the right to continue their journey on the next service in practice? For example, will the original single ticket remain valid, will passengers be automatically rebooked, or will a new travel authorization be required?*
5. *Article 18(1)(b) of Regulation (EU) 2021/782 provides passengers with the right to continuation or re-routing "at the earliest opportunity". Could the Commission clarify how this concept relates to the proposed right under Article 12(2) to continue the journey on the railway undertaking's "next service"? In particular, where different travel options are available, additional guidance on how these provisions are intended to work together would be welcome.*

FR

6. *For the rail carrier whose service covered by a single ticket is missed, does the obligation to allow the passenger to continue their journey on the next available train apply automatically, or would a new contract of carriage need to be issued?*
7. *Does this mean that the obligation to allow the passenger to continue their journey on the next available train limits the liability of the rail carrier responsible for the missed*

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connection and does not allow the passenger to choose between a refund and continuing their journey?

8. *How can the railway company responsible for the missed connection choose between offering to continue the journey on the next train operated by the same railway company as specified in the original single ticket, and continuing the journey on a train operated by another railway company? How broadly could the condition "as soon as possible" set forth in Article 18(1)(b) be interpreted?*
9. *Does the railway company whose service was missed—and for which it has already collected the fare for the original ticket – fulfil this obligation without receiving any financial compensation from the railway company responsible for the missed connection?*
10. *Does "subject to availability of seats" mean that this obligation applies only to the extent of available seating, or should the potential availability of standing room also be taken into account?*

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Compensation (Art. 19(1))

COM proposal

in Article 19, paragraph 1 is replaced by the following:

> '1. Without losing the right of transport, a passenger is entitled to compensation for delays from the railway undertaking if he or she is facing a delay between the places of departure and final destination stated in the ticket or single ticket for which the cost has not been reimbursed in accordance with Article 18. The minimum compensation for delays shall be as follows:
>
> (a) 25 % of the ticket price for a delay of 60 to 119 minutes;
>
> (b) 50 % of the ticket price for a delay of 120 minutes or more.
>
> Where a passenger has a single ticket for a scheduled journey of 12 hours or more between the places of departure and final destination as stated in the single ticket the passenger shall only be entitled to compensation under the first subparagraph in relation to delays affecting the individual transport contracts in the execution of which the delays occurred. Where applicable, passengers shall be informed of that limitation prior to purchasing the single ticket.
>
> The second subparagraph shall not apply to single tickets which include a night train service or to single tickets which consist of only one through-ticket.'.

MS questions

DK

1. *What is the reason behind limiting the rules to trips below 12 hours? From Copenhagen to Paris the train ride is around 13 hours. It is most likely on these longer trips, that passengers need the right to continue of their journey.*
2. *Is it correctly understood, that no matter the price of the ticket from one operator, that operator can be held liable to pay compensation for the whole single ticket journey?*

AT

3. *How is a "scheduled journey of 12 hours or more" calculated? Is the duration solely based on the original timetable or are subsequent timetable changes to be taken into account?*
4. *How is compensation calculated if the ticket price for the individual legs of the journey is not shown?*
5. *Do the provisions regarding compensation also apply to the alternative transport offered if that service is also disrupted?*

DE

6. *Could COM explain the limitation set out in the second subpara? What does the phrase "in relation to delays affecting the individual transport contracts in the execution of which the delays occurred" mean?*

FR

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7. *Can regional services be exempted from the obligation to provide compensation in the event of a delay at the final destination as part of a journey made under a single ticket, as is possible for direct tickets under the current regulation in light of its Recital 22? This recital specifies that, with regard to direct tickets, "in order to determine the total delay for which compensation is available, it should be possible to exclude delays that occurred during those parts of the journey covered by rail services exempted under this Regulation."*
8. *How was the 12-hour travel threshold determined, beyond which a limitation from the obligation to provide compensation for delays applies? Why isn't a similar maximum threshold also proposed for trips that include a night train service?*

ES

9. *With a view to facilitating the possible (re)introduction of night train services in areas where they do not currently exist, has the Commission assessed the potential disincentive that might result from not exempting these services from the obligations set out in this proposal?*

PUBLIC

Block 3 – Obligations on those selling single tickets

Prohibition to segment (Art. 12(3))

COM proposal

> 3. When offering tickets, railway undertakings, ticket vendors and tour operators shall not segment or sell under separate commercial transactions any journey which can be sold under a single ticket.

MS questions

SE

1. *The article imposes a prohibition against segmenting or selling under separate commercial transactions any journey which "can be sold" under a single ticket. Under what conditions is a journey considered to be capable of being sold as a single ticket, and in which situations would it not meet that standard?*
2. *Furthermore, what are the legal consequences where an actor fails to comply with this prohibition?*

DE

3. *When would the requirement "can be sold as a single ticket" be met?*
4. *What are the consequences if tickets are not sold as a single ticket in violation of the proposed Article 12 (3)?*

FR

5. *Regarding the prohibition on selling separate tickets or splitting a trip that can be sold as a single ticket, what does "which can be sold under a single ticket" mean in practice? Should this wording be understood as allowing the sale of separate tickets in a single transaction, but without guarantees in the event of a missed connection in certain cases, provided that the traveller is duly informed of this before purchase?*

PUBLIC

Minimum connection times (Art. 12(4))

COM proposal

> 4. When offering single tickets, railway undertakings, ticket vendors and tour operators shall adhere at least to the applicable minimum connection times laid down in accordance with Commission Regulation (EU) 2026/253*.

MS questions

BE

1. *Why would the requirements relating to minimum connection times not also apply to through-tickets?*

NL

2. *Could the Commission provide further clarification on how the liability regime under Article 12(2) interacts with factors such as applicable Minimum Connection Times established pursuant to Regulation (EU) 2026/253 and the frequency of onward services? It would also be helpful to understand how the Commission views this in light of the fact that the methodology for the "Calculation of connection time" (Section 4.2.2.4 of Regulation (EU) 2026/253) remains an Open Point.*

DK

3. *Can a minimum connection time be as low as 5 minutes? It is most likely not uncommon, that a long-distance train can be delayed 5 minutes and the implications can be great, if the journey for the single ticket is planned with a tight schedule and possibly with the last departures of each leg on the journey.*

DE

4. *How does COM consider the problem that even a slight delay of a railway service (for example, 2 to 3 minutes) may result in the connection time being too short to catch the successive service? How does COM consider the proportionality of the railway undertaking's liability under the proposed para 2 in such situations?*

CZ

5. *Furthermore, this issue is also interlinked with the transfer times. Standard transfer times might be suitable for regular passengers travelling on short and frequent routes. On the other hand, for long-distance services operated just a few times a day, it would be advisable to have a longer transfer times, especially when the transfers are not guaranteed. Did the Commission explore the issue of transfer times in detail?*

FR

6. *Regarding the requirement for single-ticket distributors to comply "at least" with the applicable minimum connection times established in accordance with Commission Implementing Regulation (EU) 2026/253 on a technical specification relating to the telematics subsystem ("TEL TSI" Regulation), what does "at least" mean in practice? Does this mean that compliance is limited to meeting the minimum connection times,*

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or are other conditions governing the offering of single tickets also possible and, if so, should they be met?

PUBLIC

Liability of intermediaries (Art. 12(5))

COM proposal

5. Where a railway undertaking, ticket vendor or tour operator sells a single ticket for a journey which does not adhere to the minimum connection times referred to in paragraph 4 and the passenger misses one or more connections:

   (a) the railway undertaking shall not be liable in accordance with paragraph 2, unless it sold the single ticket and operates at least one of the services under that ticket;

   (b) the ticket vendor or tour operator shall be liable to pay compensation equivalent to 75 % of the total amount paid for the single ticket and to offer the choice between a reimbursement of the total amount paid for the single ticket or of the necessary, appropriate and reasonable costs for re-routing incurred by the passenger.

PUBLIC

MS questions

DE

1. *How can passengers know the minimum connection times in order to determine whether the railway undertaking or the ticket vendor is responsible? (The question of knowing the minimum connection times also arises in Art. 6 Para. 1 lit. d) of the Rail Ticketing Regulation.)*
2. *[Q on RTR but also relevant for RPRR]: In addition: The minimum connection times are determined in each case by the infrastructure manager or the station manager – it is not at all transparent for the customer what this means in detail. The question of knowing the minimum connection times also arises in the Proposal on amending Regulation (EU) 2021/782 as regards the protection of passengers with single tickets (Art.1 para. 2 (c) – Article 12 para. 5 of Regulation 2021/782).*
3. *How do the passenger claims vis-à-vis the railway undertaking relate to any additional claims the passenger might have vis-à-vis the tour operator, especially in case of package travel?*

PT

4. *With reference to the proposed amendments to Article 12 of Regulation (EU) 2021/782, what exactly should be understood by "necessary, appropriate and reasonable costs" in paragraph 5(b)?*

FR

5. *What protection is available to passengers holding a ticket that was improperly sold as a single ticket (even though minimum connection times were not met) by a rail carrier operating at least one segment of the journey, in the event of a missed connection due to a delay, cancellation, or early departure of the service operated by another rail carrier?*

HU

6. *[Q on RTR but relevant to RPRR]: In connection with the new measures of the Regulation, would there be a need to amend the complaint-handling mechanisms described in Articles 28 and 33 of Regulation (EU) 2021/782, e.g. so that a complaint related to travel can be submitted to both the ticket seller and the service provider, while a complaint related to the purchase of a ticket can only be submitted to the ticket seller?*

AT

7. *Who bears the burden of proof in the event of a dispute (in particular with regard to Article 12(5) (new) – liability of the ticket seller; see also Article 12(6) as amended).*

PUBLIC

Specifications for through-tickets (Art. 12(7))

COM proposal

7. Paragraphs 3 to 5 shall not apply to single tickets which consist of only one through-ticket.'

MS questions

FR

1. *In general, it is worth considering the scope and justification of subparagraph 7, which appears to exclude direct flights. Since provisions of Article 12(3) to 12(7) currently in force are repealed in favor of the new paragraphs 3 through 5, which do not apply to a through ticket, what are the rights of a passenger who misses a connection and who purchased, from a railway undertaking or another distributor, a ticket combining services provided by the same railway undertaking without having been duly informed prior to purchase that it was not in fact a through ticket but rather separate contracts of carriage?*

2. *More generally, in light of recitals 4, 6, and 7, which address trips sold as a single ticket ("sold for a journey under a single ticket" or "sold as a single ticket"), and the questions raised regarding the new paragraphs 3 and 4 of Article 12, does this draft revision eliminate any possibility of offering, in a single commercial transaction, combined tickets without protection in the event of a missed connection, even though this is a service that may be of interest to certain travellers (in particular frequent travellers willing to take the risk of a short connection) provided that they are duly informed before purchase?*

PUBLIC

Transfer of tasks (Art. 12(6))

COM proposal

6. The railway undertaking liable in accordance with paragraph 2 may entrust another railway undertaking, ticket vendor or tour operator with the processing of the rights under this Regulation, provided that the passenger is informed about this transfer of tasks prior to purchasing the single ticket. The transfer of tasks shall not affect the liability of the transferring railway undertaking.

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MS questions

SE

1. *Does this provision imply that the passenger retains the right to address claims directly to the railway undertaking, notwithstanding any involvement of intermediaries or other actors?*
2. *Given that the provision refers to the 'processing of rights under this Regulation', should it be understood as also covering judicial proceedings in situations where the passenger and the intermediary fail to reach an agreement?*

DE

3. *Why does COM consider it necessary for the passenger to be informed of the transfer of tasks before the purchase of the ticket?*

FR

4. *How can a rail carrier delegate to third parties, as provided for in this paragraph, the handling of passenger rights in the event of a missed connection, when the scope of its liability is unpredictable? Indeed, a journey may involve multiple combinations of segments and operators, determined solely by compliance with minimum connection times (set by the Railway Telematics TSI[1]), making it impossible to fully anticipate the scope of the responsibilities to be set forth in a contract.*

[1] Implementing Regulation (EU) 2026/253 on the technical specification for the "telematics" subsystem of the EU rail system for the interoperability of data sharing in rail transport, adopted by the Commission on February 6, 2026

Exchange of journey data

MS questions

FI

1. *How is the necessary awareness of changing the ticket from a ticket to a single ticket guaranteed between the operating RUs when the ticket has been sold and combined as a single ticket by someone else than the operating RU. E.g. how is the RU aware that it should reroute the disrupted passengers if they originally provided ticket only for their own journey but it was sold as a single ticket together with legs operated by another RU. Secondly, how the latter RU would know to allow the passenger to continue the journey on their (next) service if the ticket has been changed to a single ticket without that RU's involvement.*

SE

2. *If intermediaries sell single tickets covering journeys operated by different railway undertakings, the individual railway undertakings may be held responsible for passenger rights for the remainder of the journey. Are the intermediaries in such a situation obliged to inform the individual undertakings that their services form part of a single ticket?*

DE

3. *How does a railway undertaking know which other transport contracts are part of the single ticket if the single ticket is purchased from a ticket vendor?*
4. *How would railway undertakings calculate the risk resulting from a ticket sale with regard to potential claims pursuant to Articles 18, 19 and 20 given that it may not be aware of their journey being sold as a part of a single ticket?*

CZ

5. *How should railway service providers who become part of the single travel document be informed about this?*

PUBLIC

Block 4 - Miscellaneous

Enforcement

MS questions

NL

1. *The proposal designates a responsible railway undertaking, thereby simplifying the exercise of passenger rights. This would be a welcome simplification from the passenger's perspective. Could the Commission clarify how supervision and enforcement are intended to operate in cross-border situations where the underlying disruption occurs in another Member State or outside the sphere of control of the responsible railway undertaking? In particular, which national enforcement body (NEB) would be expected to take the lead where several railway undertakings and jurisdictions are involved?*

AT

2. *Which NEB is responsible for any complaints in such cases (involving railway undertakings from multiple Member States)?*

SE

3. *How are national enforcement bodies (and Member States) expected to address potential conflicts where definitions of interchange times or liability for compensation differ between intermediaries under the multimodal proposal and railway undertakings under the rail passenger rights proposal?*

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Entry into force

COM proposal

Article 2

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

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MS questions

IT

1. *Has the Commission considered introducing transitional periods or a phased implementation approach for the obligations and passenger rights provided for in the three proposals, in order to facilitate compliance by the operators concerned and ensure an effective and proportionate implementation of the new framework?*

FR

2. *Why does this revision not consider the possibility of a deferred implementation period, whereas this is the case for the proposed regulations on rail ticketing and multimodal reservations?*
3. *Furthermore, how does this lack of a specific implementation deadline for the single ticket align with the implementation deadline for the provisions on minimum connection times in the "TEL TSI" Implementing Regulation (EU) 2026/253, which is set for December 12, 2027*[2]*?*

[2] See Appendix G of the aforementioned Implementing Regulation (EU) 2026/253.

Multimodal journeys

MS questions

FI

1. *Regarding article 12 paragraph 3 and the prohibition to segment or sell any journey, which can be sold under single ticket. Could the obligation to combine and sell as single rail tickets actually affect the provision of multimodal products or can the railway undertakings continue to make agreements with other transport operators and provide multimodal ticket products, even if part of a multimodal product is a rail journey that could otherwise be combined with a rail journey which is not part of that multimodal product?*
2. *To continue, what if there is a multimodal ticket combining e.g. air+rail ticket, does this mean that when offering tickets, the RU, ticket vendor, or tour operator would have to combine additional rail journeys to this ticket (without the agreement of the parties which originally agreed to offer this multimodal ticket) whenever this is technically possible? Could this change the nature of the single multimodal ticket (agreed between e.g. the RU and the air carrier) to combined multimodal ticket and affect the responsibility of the contracting parties to the multimodal ticket for disruptions?*

SE

3. *Where a passenger purchases a journey via a multimodal platform, and a segment of that journey consists of a rail service operated by two different railway undertakings (which in itself constitutes a 'single ticket' within the meaning of COM (2026) 233), while the overall journey (rail + air) falls within the scope of the multimodal framework under COM (2023)752. Which proposal does the Commission consider should take precedence in situations where a passenger experiences a missed rail connection forming part of a broader multimodal journey? Should the rail segment be assessed in isolation under COM(2026)233, or should the entire journey be governed by COM (2023)752?*
4. *How are national enforcement bodies (and Member States) expected to address potential conflicts where definitions of interchange times or liability for compensation differ between intermediaries under the multimodal proposal and railway undertakings under the rail passenger rights proposal?*

DE

5. *While the term "single tickets" under the amended Rail PRR covers one or several transport contracts, the very similar term under the Multimodal PRR covers one transport contract only. Why did the Commission choose to use similar terms for different legal situations?*

FR

6. *For the record, in the Council's general approach to the proposed regulation of November, 23, 2023, on passenger rights in multimodal travel, a clear distinction is made between the "single multimodal ticket" (representing a single contract of carriage) and the "combined multimodal ticket " (representing separate contracts of carriage), thereby making it possible to distinguish between the rights guaranteed to travellers*

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under the regulation, but also potentially to distinguish additional rights that could be granted to travellers under cooperation agreements between separate transport operators.

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Block 5 - Staff Working Document

MS questions

BE

1. *Has an assessment been carried out of the IT and contractual adaptations that this reform will require of railway undertakings?*
2. *How does this reform comply with the principle of proportionality, given that it transfers to railway undertakings risks that they do not control?*
3. *How is the extension of the liability regime for railway undertakings justified in situations where the combination of tickets results solely from the initiative of an independent ticket vendor or a tour operator?*
4. *What economic impact assessment has been carried out regarding the consequences of this new liability regime for railway undertakings?*
5. *Is it considered proportionate for a railway undertaking to bear the full range of obligations (re-routing, assistance, reimbursement and compensation) for a journey over which it controls only one segment?*

DE

6. *Is our understanding correct that EUR 1.14 billion in reduced hassle cost, amounting to 15 % of the total benefits from 2028 to 2050, is a monetary expression of time passengers are estimated to save due to the proposal?*
7. *Is our understanding correct that COM estimates the benefits for passengers from rerouting to be EUR 5,7 billion from 2028 to 2050 while the cost incurred by railway undertakings for re-routing during the same period of time are estimated to be EUR 0 (excluding re-routing administrative costs) and could COM elaborate on this?*
8. *Did the administrative cost analysis as well as the sensitivity analysis take into account that as an effect of the proposed Passenger Package, railway undertakings should expect to deal with an increased number of cross-border and multi-operator journeys, e.g. resulting in assistance to be provided abroad?*
9. *How does COM consider the proportionality of the railway undertaking's liability for the whole journey given the railway undertaking may operate only a small part of the journey (e.g. only a regional train)?*
10. *[Q on RTR but relevant for RPRR]: The combination option is an extremely broad power - which bears the risks that arise from it? According to the interaction with the Regulation amending the Rail Passenger Rights Regulation, the risk would shift to the railway undertakings. This could lead to unreasonable (financial) burdens depending on the individual case. Railway undertakings would not have any kind of control with which other tickets their tickets are combined but would bear a liability according to the Regulation amending the Rail Passenger Rights Regulation.*

IT

11. *Has the Commission considered how railway undertakings are expected to manage the financial risks associated with the sale of single tickets, including the costs of rerouting, assistance and compensation? In particular, has the Commission assessed whether*

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such risks may ultimately be reflected in ticket prices or otherwise affect the economic sustainability of rail services?

12. *Has the Commission carried out a specific assessment of the economic impact of the proposed assistance and rerouting obligations on regional services and on services characterised by low ticket revenues? If so, could the Commission provide further information on the results of that assessment?*
13. *Has the Commission assessed the risk that the additional costs resulting from the proposal could lead to higher levels of public compensation for PSO services or, alternatively, to a reduction in commercial service offerings, with potential socio-economic consequences for passengers and public authorities?*

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14. *Does comprehensive liability lead to disproportionate burdens for smaller or regionally operating railway undertakings (a delay in a regional train leads to missing a long-distance train (e.g a night train) -> the regional train operator is liable)?*

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