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WORKING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Transport - Intermodal Questions and Networks
Subject:	Passenger Package questions from Austria – Intermodal WP 09.07.2026

Delegations will find attached the written questions from **Austria** on the above subject.

AT written questions on the Passenger Package

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AT is currently scrutinizing the three proposals of the "Passenger Package" presented by the EC on 13 May 2026.
The following questions are without prejudice to the future AT position that still needs to be defined.

Multimodal Booking Regulation:

Regarding the scope of the Proposal for the regulation on multimodal booking:

1) Referring to Article 3 (2) - Definitions:

In Austria, regional transport associations (*Verkehrsverbünde*) are responsible for coordinating, organizing, and financing public transport services within their respective regions. These associations often provide platforms for selling tickets that are valid across the transport services operated within the association.
Is it correct to understand that ticket sales through such a transport association should be classified as the sale of transport products within the same group of transport operators, given that the transport association acts on behalf of the participating operators and the tickets are valid exclusively within the scope of that association?

2) In regard of Article 3 (5) – Definitions:

Could you please confirm that we have understood this correctly: throughout the Regulation on multimodal booking, the term **"transport service"** applies exclusively to publicly available, scheduled air, rail, bus, coach, and waterborne passenger transport services, as defined in Article 3(5). Consequently, other mobility services, such as shared mobility services or micro-public transport, are not within the scope of the Regulation?
If our understanding is correct, does this also mean that these types of mobility services (e.g. shared mobility and micro-public transport) are not covered by Articles 7–10, including the provisions on neutral display, marketing information data and information on greenhouse gas emissions?

- With reference to Table 2 in Annex 1: Does the calculation of **"transport products"** in column 1 encompass as well transport products related to **shared mobility, micro-public transport** and other comparable mobility services?

Rail Ticketing Regulation

1) Referring to Article 7 (1) – Railway undertakings with significant market presence:

Is it correct to assume that the 50% threshold under the Significant Market Power (SMP) rule in Article 7(1) is assessed solely at the national level, and not on a regional basis?

Rail Passenger Rights Regulation:

Scope of Application:

- Do season tickets or travel passes also fall within the scope of application, or can they be used or combined when booking single tickets?
- 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?

Liability:

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

Art 3 lit 9a – relationship between "single ticket" and "through-ticket":

- How should return journeys (where both the inbound and the outbound journey are purchased at the same time) be treated?
- How should rebookings or subsequent changes be handled?
- 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?

Art 12 para 3:

AT seeks more clarity on the following questions:

- the objective criteria to be used to assess whether a journey can be sold as a 'single ticket',
- whether compliance with the minimum connection times is the only decisive element in this regard, and whether falling short of the minimum connection times precludes the existence of a single ticket (see also paragraph 4), and
- 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).

Art 19:

- 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?
- How is compensation calculated if the ticket price for the individual legs of the journey is not shown?
- Do the provisions regarding compensation also apply to the alternative transport offered if that service is also disrupted?

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