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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 Germany– Intermodal WP 09.07.2026

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

DE Questions on the Passenger Package ahead of the Council WP meetings of 9 and 16 July 2026

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On the Proposal for a Regulation on Multimodal Booking

Article 2

- According to Art. 2 para 3 of the draft the regulation shall not apply to SMEs.
- Is our understanding correct that SMEs are being exempted from the neutral display and ranking criteria in Art. 7?
- From a red tape prevention perspective, it is understandable that SMEs do not have to comply with the information obligations in Art. 4 and 5. From the customers' point of view on the other hand, it is not relevant if a B2C MDMS provider is an SME or not. Why are SMEs being exempted from the obligations in Art. 7?
- Has the effect of exempting SMEs from the neutral display and ranking criteria in Art. 7 been assessed in the impact assessment? How many B2C MDMS providers (total number and their market share) would not be subject to the regulation? What would be the effect on consumer protection?

Article 5 para 2(c)

- What exactly is meant by "fair, reasonable and non-discriminatory" (FRAND) criteria for determining the level of remuneration? Who should decide whether the criteria for remuneration comply with the FRAND principles?

Article 7 para 3

- Which specific data categories (timetables, standard fares, discount campaigns, availabilities) must be shared by transport companies? How can be ensured that data already provided under the ITS Directive and MMTIS Regulation in the National Access Points are used by MDMS and vice versa, so that transport companies do not have to provide the same data multiple times? When it comes to sensitive business data of transport companies: does the Commission intend to prescribe a data space for sovereign data exchange or another tool/interface for such data, so that transport companies do not have to provide the same data multiple times?

Article 7 para. 5 and 7

- Can you confirm that no obligation to collect data on greenhouse gas emissions or emissions in CO2 equivalents is introduced? As we understand the proposal, only available information need to be displayed and ranked.

Article 12

- According to Art. 12 para. 1 National Enforcement Bodies (NEB) need to be established. The tasks are quite the same for all NEBs and only the number of tasks arising (including number of complaints, number of sanctions) will vary greatly between Member States. Since the average one-off and recurrent administrative costs seem to be clear in the impact assessment, no clarity is so far on the recurrent enforcement costs per member state. How did the Commission get to the 106.5 Mio. EUR unionwide?

Article 12 para. 2

- Can the Commission already define the way or modalities of reporting in more detail?

Article 15

- Since the Member States are to be free in imposing sanctions – does the Commission intend to set "guard rails" to prevent excessive differences between Member States or is it intended to leave it to the NEBs to coordinate among themselves on matters of sanctioning?

Article 16 para. 2

- Error in reference – it should read Art. 4 para 9, not para 10.

On the Proposal for a Regulation on rail ticketing

Recital 11

- "For rail, those datasets are required to be comprehensive, regularly updated by railway undertakings and accessible at least via national access points and can also be used for distribution purposes. When data remains incomplete and fragmented, this complicates the formation of single tickets, notably for journeys across borders."

  → Here, a term ('single tickets') to be introduced in Regulation 2021/782 (Rail Passenger Rights Regulation) as part of the Passenger Package is used. What is the

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relationship between the different Regulations that form the Passenger Package? Is each (combined) ticket under the Rail Ticketing Regulation automatically a single ticket?

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Article 1

- Although the three regulations operate in similar contexts the proposals introduce a number of new terms which leads, in part, to an inconsistent use of terms in the passenger package nd passenger rights legislation. Do you see problems with the application and if so, how can they be addressed?

  Example 1:
  - "railway service providers" (Rail Ticketing Regulation)
  - "railway undertaking" (Rail Passenger Rights Regulation)
  - "transport operators" (multimodal-booking-Regulation)

  Why did the Commission choose to introduce the new term "railway service provider" instead of sticking to the well-established term "railway undertakings"?

  Example 2:
  - "single ticket" (Regulation amending the Rail Passenger Rights Regulation)
  - "single multimodal ticket" (Council's General Approach on the Regulation on passenger rights in the context of multimodal journeys)

  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?

- What is meant by the wording 'certain online railway ticketing service providers'? Article 3(3) does not contain any further restriction in this regard. However, the use of the term "certain" implies the existence of exceptions.

Article 2

Para. 2

- What exactly is the relationship with the other legal acts mentioned in para 2? Which regulation will prevail in the event of a conflict? The wording 'without prejudice' regularly leads to ambiguities.

Para. 3

- See previous question.

Article 3

Para. 2

- The regulations use the term "ticket" in different contexts and contain different definitions of the term "ticket".
    - Rail Ticketing Regulation:
        - ‘ticket’ means a ticket as defined in Article 3, point (7), of Regulation (EU) 2021/782 of the European Parliament and of the Council;
    - Regulation amending the Rail Passenger Rights Regulation:
        - ‘through-ticket’ means a ticket or tickets representing a transport contract for successive railway services operated by one or more railway undertakings;’;
        - ‘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;’;“
    - Multimodal booking Regulation:
        - ‘ticket’ means valid evidence of the purchase of a transport product;

  Do you see/expect problems with the application? How should these problems be dealt with? How can they be avoided?

Para. 3

- Why did the Commission choose to introduce a new term instead of sticking to the established term of “ticket vendor”?

Para. 4

- Are the terms ‘railway service provider’ also to be understood as referring to territorial entities (e. g. the German Länder)?

Article 4

General

- Could the Commission elaborate on the relationship of the negotiating process with a complaint and decision of the enforcement body under Article 11 para. 5? How are the parties encouraged to reach an agreement if the ticket service provider can also request a decision by the enforcement body?

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Para. 1 Subpara. 2

- Which specific case should this provision cover? Is this intended to define the scope of application in order to distinguish it from the Multimodal Booking Regulation? Is there a specific example (especially with regard to the second half-sentence)?

Article 5

Para 2

- Aside from the parties of the commercial agreement, what is the difference of the obligation under para 2 as compared to the obligation under Article 4 para. 1:
  - Article 4 para. 1: “for the purpose of providing content for the display, re-linking, resale or distribution”
  - Article 5 para. 1: “for the purpose of displaying, re-linking, reselling or distributing”

Para. 4

- „schedule of available services“ – Does it mean railway services? In the previous sentence, online ticketing services are also mentioned, so the reference seems somewhat unclear.

- Is the referenced Implementing Regulation (EU) 2017/1926 the right starting point for information on timetables in the railway sector? Would it not be better, for example, to refer to the Capacity Regulation? Implementing Regulation 2017/1926 refers to multimodal transport.

Article 6

Para. 1 lit. b)

- Is such information ((…) content related to their rail products available to the online ticketing service provider, including those subject to availability and reservations or yielded prices (…)) qualified as business/trade secrets? How can we ensure that this information is not passed on to unauthorised persons/competitors?

Para. 1 lit. e), f)

- 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.

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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).

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Article 8

- Does this rule prohibit railway undertakings to make special offers at shorter notice (Christmas sale, holiday discounts, etc.)? If so, why would that be beneficial for passengers?

Article 9 para. 1

- Would this paragraph not unduly restrict the choice of the competent authority of the Member States? In fact, the reference to Directive 2012/34/EU reduces the choice to the national regulatory body, as mentioned in Art. 55 Directive 2012/34/EU. However, the freedom of choice should remain within the responsibility of the Member States and their organisational sovereignty.
  Factually, the regulatory authority fits, but still: Is this not outside the competence of the Commission? (Please check by Council Legal Service, if necessary.)

Article 10

Para. 4

- The limitation of suspensive effect of legal remedies affects core principles of judicial procedures in the Member States. Why is this justified?

Para 5

- Is the publication of decisions appropriate here? What justifies this “name and shame” approach? Is there a model provision for this in Union legislation?

On the Proposal on amending Regulation (EU) 2021/782 as regards the protection of passengers with single tickets

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- 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?

Commission Staff Working Document

- 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?
- 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?
- 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?

Article 1 (2) (c) – Article 12 (2) first sentence of Regulation 2021/782

- 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)?
- 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? 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)?
- 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?

- 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?

Article 1 (2) (c) – Article 12 (2) second sentence of Regulation 2021/782

- Can the passenger use the "next service" solely with the single ticket, i.e. without purchasing a new ticket?
- Would the "receiving" railway undertaking be entitled to claim compensation from the railway undertaking whose service caused the missed connection? If so, on what legal basis?

Article 1 (2) (c) – Article 12 (3) of Regulation 2021/782

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

Article 1 (2) (c) – Article 12 (4) of Regulation 2021/782

- 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?

Article 1 (2) (c) – Article 12 (5) of Regulation 2021/782

- 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.)

Article 1 (2) (c) – Article 12 (6) of Regulation 2021/782

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

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Article 1 (3) – Article 19 (1) of Regulation 2021/782

- 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?

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