

# EUROPEAN PARLIAMENT

2004



2009

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*Session document*

FINAL  
**A6-0123/2005**

28.4.2005

**\*\*\*I**

## **REPORT**

on the proposal for a regulation of the European Parliament and of the Council on  
International Rail Passengers' Rights and Obligations  
(COM(2004)0143 – C6-0003/2004 – 2004/0049(COD))

Committee on Transport and Tourism

Rapporteur: Dirk Sterckx

***Symbols for procedures***

- \* Consultation procedure  
*majority of the votes cast*
- \*\*I Cooperation procedure (first reading)  
*majority of the votes cast*
- \*\*II Cooperation procedure (second reading)  
*majority of the votes cast, to approve the common position  
majority of Parliament's component Members, to reject or amend  
the common position*
- \*\*\* Assent procedure  
*majority of Parliament's component Members except in cases  
covered by Articles 105, 107, 161 and 300 of the EC Treaty and  
Article 7 of the EU Treaty*
- \*\*\*I Codecision procedure (first reading)  
*majority of the votes cast*
- \*\*\*II Codecision procedure (second reading)  
*majority of the votes cast, to approve the common position  
majority of Parliament's component Members, to reject or amend  
the common position*
- \*\*\*III Codecision procedure (third reading)  
*majority of the votes cast, to approve the joint text*

(The type of procedure depends on the legal basis proposed by the Commission)

***Amendments to a legislative text***

In amendments by Parliament, amended text is highlighted in ***bold italics***. Highlighting in *normal italics* is an indication for the relevant departments showing parts of the legislative text for which a correction is proposed, to assist preparation of the final text (for instance, obvious errors or omissions in a given language version). These suggested corrections are subject to the agreement of the departments concerned.

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## DRAFT EUROPEAN PARLIAMENT LEGISLATIVE RESOLUTION

on the proposal for a regulation of the European Parliament and of the Council on  
International Rail Passengers' Rights and Obligations  
(COM(2004)0143 – C6-0003/2004 – 2004/0049(COD))

(Codecision procedure: first reading)

*The European Parliament,*

- having regard to the Commission proposal to the European Parliament and the Council (COM(2004)0143)<sup>1</sup>,
  - having regard to Article 251(2) and Article 71(1) of the EC Treaty, pursuant to which the Commission submitted the proposal to Parliament (C6-0003/2004),
  - having regard to Rule 51 of its Rules of Procedure,
  - having regard to the report of the Committee on Transport and Tourism (A6-0123/2005),
1. Approves the Commission proposal as amended;
  2. Calls on the Commission to refer the matter to Parliament again if it intends to amend the proposal substantially or replace it with another text;
  3. Instructs its President to forward its position to the Council and Commission.

Text proposed by the Commission

Amendments by Parliament

Amendment 1  
Title of the regulation

**REGULATION OF THE EUROPEAN  
PARLIAMENT AND OF THE  
COUNCIL**

on *International* Rail Passengers' Rights  
and Obligations

**REGULATION OF THE EUROPEAN  
PARLIAMENT AND OF THE  
COUNCIL**

on Rail Passengers' Rights and Obligations

*Justification*

*The regulation should also apply to domestic rail transport.*

<sup>1</sup> OJ C ... / Not yet published in OJ.

Amendment 2  
Recital 1

(1) In the framework of the common transport policy, it is important to safeguard the quality of rail services and *users* rights for **international** rail passengers and to improve the quality and effectiveness of **international** rail *passengers* services in order to help the increase of the share of rail transport in relation to other modes of transport.

(1) In the framework of the common transport policy, it is important to safeguard the quality of rail services and *users'* rights for rail passengers and to improve the quality and effectiveness of rail *passenger* services in order to help the increase of the share of rail transport in relation to other modes of transport.

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 3  
Recital 2 a (new)

***(2a) The Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 currently in force includes Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV - Appendix A to the Convention). The COTIF Convention has been amended by the Vilnius Protocol of 2 June 1999. The accession of the Community to the COTIF Convention will be possible once the Vilnius Protocol has entered into force. It is important that this Regulation should take account of what is already provided for in the CIV - Appendix A to the COTIF Convention.***

***However, it is desirable to extend the scope and protect not only international passengers but domestic passengers too. For reasons of legal certainty it is essential, wherever the CIV Appendix already contains provisions, to avoid incorporating those provisions verbatim into this Regulation.***

*Justification*

*The relationship between the CIV Appendix and the rights arising from this regulation cannot be clearly determined simply by referring to it.*

Amendment 4

Recital 6

(6) Railway undertakings should cooperate to facilitate transfer from one network to another as well as from one operator to another and by this cooperation **ensure** the provision of integrated tickets to the rail passengers.

(6) Railway undertakings should cooperate to facilitate transfer from one network to another as well as from one operator to another and by this cooperation **promote** the provision of integrated tickets to the rail passengers.

*Justification*

*Your rapporteur proposes replacing the obligation to achieve a result with an obligation to make an effort.*

Amendment 5

Recital 7

(7) In order to ensure that the **international** rail passenger will benefit from the rules laid down in this Regulation, the railway undertakings offering rail passenger services should cooperate. This cooperation should be open on non-discriminatory terms to any railway undertaking offering a rail passenger service.

(7) In order to ensure that the rail passenger will benefit from the rules laid down in this Regulation, the railway undertakings offering rail passenger services should cooperate. This cooperation should be open on non-discriminatory terms to any railway undertaking offering a rail passenger service.

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 6

Recital 8

(8) International rail passenger services should benefit citizens in general. **Consequently, persons suffering the disadvantage of reduced mobility, whether**

(8) International rail passenger services should benefit **all** citizens in general. **All passengers, including those passengers with a disability or other passengers with**

**caused by disability, age or any other factor, should have** equal opportunities for rail travel.

**reduced mobility, have a right to** equal opportunities for rail travel **free from discrimination.**

*Justification*

*The formulation "persons suffering the disadvantage of reduced mobility" is patronising language which implies a problem with the individual rather than the inaccessibility of the service or infrastructure. The amendment also emphasises more strongly the rights of disabled people and people with reduced mobility*

Amendment 7  
Recital 8 a (new)

**(8a) Railway undertakings and station managers should always take account of all possible problems for people with reduced mobility, so that, when purchasing new rolling stock or making alterations to stations, information and assistance facilities and the overall accessibility of the railway network are systematically improved.**

*Justification*

*It should be permissible to mention explicitly the obligation to improve accessibility, including in the field of infrastructure and rolling stock. We cannot require all stations to have a lift within one year of the entry into force of this regulation, but when alterations are made to stations or new trains are purchased, we can expect complete accessibility for all members of the public to be a priority.*

Amendment 8  
Recital 10

(10) The introduction of liability limits for loss of, or damage to, luggage and for damage occasioned by delay, missed connection or cancellation of the journey should lead to greater clarity and should provide incentives for the **international** rail passenger market, to the benefit of the passengers.

(10) The introduction of liability limits for loss of, or damage to, luggage and for damage occasioned by delay, missed connection or cancellation of the journey should lead to greater clarity and should provide incentives for the rail passenger market, to the benefit of the passengers.

*Justification*

The Regulation should also apply to domestic rail transport. Amendment 9

Recital 19

(19) Since the objectives of the action to be taken, i.e. the development of the Community's railways and the introduction of passenger rights in *international* rail traffic, cannot be sufficiently achieved by the Member States alone *in view of the significant international dimensions and the need for international coordination in international passenger journeys* and can, therefore, be better achieved at Community level, the Community may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve those objectives.

(19) Since the objectives of the action to be taken, i.e. the development of the Community's railways and the introduction of passenger rights in rail traffic, cannot be sufficiently achieved by the Member States alone and can, therefore, be better achieved at Community level, the Community may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve those objectives.

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 10  
Article 1, paragraph -1 (new)

***-1. This Regulation implements certain provisions of the international COTIF Convention and contains a number of supplementary provisions.***

*Justification*

*Your rapporteur wishes to gear the regulation as completely as possible to the provisions of the COTIF Convention, wherever they are satisfactory and accord with the Commission's intentions. Incorporating those provisions has the advantage that it will create a framework applicable in 42 countries. In addition to the EU Member States, this will include a number of countries bordering on the EU, such as Norway and Switzerland. Once the EU is a member of COTIF, it will be able to exert influence there. However, it is not the intention to incorporate the whole of the Convention. In certain respects, the regulation contains useful additions.*

Amendement 11  
Article 1, paragraph 1

1. This Regulation establishes rights and

1. This Regulation establishes rights and



obligations for *international* rail passengers.

obligations for *all* rail passengers.

Amendment 12

Article 1, paragraph 1, subparagraph 1a (new)

***Public service contracts, too, must guarantee at least the level of protection provided for in this Regulation. Member States may provide for more extensive rights in domestic legislation or public service contracts. For a period of five years from the entry into force of this Regulation, Member States may request a derogation to this provision. When adopting its decision on the derogation, the Commission shall take into account the situation and development of the rail market in the Member States concerned.***

Amendment 13

Article 1, paragraph 2, subparagraph 1

***2. This Regulation shall apply to international journeys undertaken within the Community where the international service is operated by a railway undertaking licensed according to Council Directive 95/18/EC.***

***deleted***

*Justification*

*The regulation should not be restricted to international travel.*

Amendment 14

Article 1, paragraph 3

***3. This Regulation shall apply to computerised information and reservation systems for rail transport (CRSTs) when offered for use and/or used within the Community to provide information on***

***deleted***

***international journeys by rail, for the distribution and sale of tickets and/or reservations for that international journey.***

*Justification*

*Reservation systems are one subject among many covered by the regulation. There is no reason to single out this one topic for mention under the heading 'Subject matter and Scope'.*

Amendment 15  
Article 2, point (1)

(1) “railway undertaking” means any public or private undertaking licensed according to the applicable Community legislation, the ***principal*** business of which is to provide services for the transport of passengers by rail and entailing the undertaking’s provision of traction;

(1) “railway undertaking” means any public or private undertaking licensed according to the applicable Community legislation, the business of which is ***regularly*** to provide services for the transport of passengers by rail and entailing the undertaking’s provision of traction;

*Justification*

*The proposed provisions should apply to all railway undertakings which transport passengers. It is therefore incomprehensible that the definition should state that the 'principal business' of the undertaking is to provide services for the transport of passengers. This definition seems to take into account the proportion of passenger services to goods services. Yet the decisive factor should be whether passenger services are provided regularly and not only by way of exception or on occasion. The definition from Directive 91/440 should therefore be used.*

Amendment 16  
Article 2, point (6)

(6) “main railway station” means a railway station ***served by international services and/or national long-distance services of more than 100 kilometres;***

(6) “main railway station” means a railway station ***which the Member State concerned designates as such on account of its volume of traffic, international character and/or geographical location;***

*Justification*

*Your rapporteur fears that the criteria which the Commission uses here are not always practicable. The Union's rail network cannot be treated in a generalised way. International services sometimes stop at very small stations which nonetheless fall within the Commission's definition, while domestic stations with large numbers of passengers would fall outside the definition. Your rapporteur therefore proposes that Member States should themselves identify their main railway stations on the basis of a number of criteria.*

Amendment 17  
Article 2, point (9 a) (new)

***(9a) "season ticket" means a transport contract which permits the holder to travel on a regular basis for a certain period of time on a certain route;***

*Justification*

*If the regulation is extended to cover domestic rail transport and the right of holders of travel cards (season tickets, etc.) to compensation for recurrent delays, this definition will be necessary.*

Amendment 18  
Article 2, point (10)

10) "reservation" means ***evidence that the passenger has a ticket or other proof which indicates that the reservation has been accepted and registered by the railway undertaking or tour operator;***

10) "reservation" means ***a contract concluded between a passenger and a railway undertaking, during whose conclusion a ticket or other evidence was made out and issued to the passenger;***

*Justification*

*Here, 'reservation' is defined as 'evidence' of a mutually binding contract and of the passenger's having a ticket or other proof. Yet in itself the definition does not say anything about the conclusion of the contract. Nor does a reservation guarantee that the passenger already has a ticket or similar proof.*

*Several variants are conceivable: for example, a rail passenger may 'make a reservation' at a travel agency, in which case he will normally receive a document confirming that the reservation has been made. As a rule the passenger commits himself in advance, without the contract's necessarily being completed immediately. A tour operator may have reserved the right of delayed acceptance. The passenger need not have received a ticket at this stage, either.*

*Alternatively he may 'make a reservation' direct at the ticket office and receive his train ticket at once. In this case, however, it may be assumed that the contract has also been concluded immediately.*

Amendment 19  
Article 2, point (13)

(13) “international service” means a rail passenger service where the train crosses at least one internal Community border; the train may be joined and/or split and the different sections may have different origins and destinations, ***provided that every constituent carriage crosses at least one border;***

(13) “international service” means a rail passenger service where the train crosses at least one internal Community border; the train may be joined and/or split and the different sections may have different origins and destinations;

*Justification*

*Simplification of the definition.*

Amendment 20  
Article 2, point (14)

(14) “***international high-speed service***” ***deleted***  
***means an international rail service where at least a part of the service is carried out on dedicated high-speed railway infrastructure as defined in Article 2(a) of Council Directive 1996/48/EC***

*Justification*

*The distinction between ordinary services and high-speed services is relevant only for the purpose of determining compensation (Annex III). Your rapporteur regards this differentiation in compensation as unnecessary and confusing. As a result, this definition likewise becomes superfluous.*

Amendment 21  
Article 2, point (15)

(15) “delay” means the time between *departure and/or* arrival scheduled in the *working timetable or published* timetable, *including leaflets made available to passengers, at the railway station of departure and/or arrival on the one hand,* and real-time *departure and/or* arrival of the *international* service *or international high-speed service on the other hand*;

(15) “delay” means the time between *the* arrival scheduled in the timetable and real-time arrival of the service. *Alterations to the timetable which are announced to passengers at least 48 hours in advance shall not be defined as delays*;

*Justification*

*The definition of 'delay' can be simplified.*

Amendment 22  
Article 2, point (16)

(16) “cancellation” means the suspension of a scheduled *international* service *or international high-speed service*;

(16) “cancellation” means the suspension of a scheduled service *with the exception of services whose cancellation is announced to passengers at least 48 hours in advance*;

*Justification*

*This provision should also apply to domestic services.*

Amendment 23  
Article 2, point (17)

(17) “consequential damages” means *significant damages arising as a result of a delay, a delay leading to a missed connection or a cancellation encountered*;

*deleted*

*Justification*

*Your rapporteur considers the definition of 'consequential damages' and the provision concerning it to be too vague and too far-reaching. He realises that, in exceptional cases, a delay or a missed connection may have far-reaching consequences. He is therefore inserting a paragraph in Article 15 to make it clear that this regulation is without prejudice to passengers' rights to further compensation, for example on the basis of rights derived from domestic law.*

Amendment 24  
Article 2, point (18)

**(18) “working timetable” means the data ~~defining all planned train and rolling-stock movements which will take place on the relevant infrastructure during the period for which it is in force;~~ deleted**

*Justification*

*This definition is superfluous.*

Amendment 25  
Article 2, point (20)

(20) “system vendor” means any entity and its affiliates which is or are responsible for the operation or marketing of Computerised Information and *Reservations* Systems for Rail Transport;

(20) “system vendor” means any entity and its affiliates which is or are responsible for the operation or marketing of Computerised Information and *Reservation* Systems for Rail Transport ***Railway undertakings which support their own sales by means of Computerised Information and Reservation Systems are not system vendors as defined here;***

*Justification*

*Railway undertakings cannot without qualification be regarded as system vendors, as they cannot be compelled to incorporate other undertakings' services in their reservation systems to an unlimited extent. If railway undertakings are to be regarded as system vendors, this will mean that under Article 5(2) they will be compelled to allow all other railway undertakings access to all travel information and sales systems. This legal consequence cannot be intended, as it would not give passengers any rights but would affect competition between undertakings.*

Amendment 26  
Article 2, point (21)

(21) “person with reduced *Mobility*” means any person whose mobility is reduced due to physical, sensory or locomotory, incapacity, to an intellectual impairment, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to a person’s need of the service made available to all passengers;

(21) “person with reduced *mobility*” means any person whose ***independence, whose capacity for orientation or communication or whose*** mobility is reduced due to physical, sensory or locomotory incapacity, to an intellectual impairment, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to a person’s need of the service made available to all passengers;

*Justification*

*The concept of 'reduced mobility' should be interpreted broadly.*

Amendment 27  
Article 2, point (23 a) (new)

***(23a) "CIV" means Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail, as amended by the Vilnius Protocol of 1999, Appendix A to the COTIF Convention.***

*Justification*

*At various points, your rapporteur wishes to refer to the existing COTIF rules concerning passengers. In all those cases, reference will be made to the document quoted here.*

Amendment 28  
Article 3, paragraph 1

Railway undertakings and/or tour operators shall provide to the passenger ***at least*** the

Railway undertakings and/or tour operators shall provide to the passenger ***upon***

information, set out in Annex I.

***request*** the information set out in Annex I  
***concerning the services which they offer.***

*Justification*

*The information referred to in Annex I is very detailed. Railway undertakings will not always be able to obtain all this information in the case of services provided by third parties (abroad).*

Amendment 29  
Article 3, paragraph 2

***The pre journey information, set out in Annex I, shall be provided for services offered also by other railway undertakings.*** ***deleted***

*Justification*

*The information referred to in Annex I is very detailed. Railway undertakings will not always be able to obtain all this information in the case of services provided by third parties (abroad).*

Amendment 30  
Article 3, paragraph 3

Information shall be ***provided*** in ***the most appropriate*** format.

Information shall be ***available*** in ***a format which is accessible and comprehensible and shall be provided free of charge. Particular attention shall be devoted to the needs of people with audio and/or visual impairment.***

Amendment 31  
Article 3, paragraph 3 a (new)

***Railway undertakings and tour operators shall be liable for the accuracy of the information provided in print or in electronic format concerning the services which they offer.***



*Justification*

*Wrong information on the Internet or in leaflets must be prevented. Liability should be provided for.*

Amendment 32  
Article 4, paragraph 1

**1. By the transport contract the railway undertaking or railway undertakings shall undertake to transport the passenger as well as hand luggage and luggage to the place of destination. The contract must be confirmed by one or more tickets issued to the passenger. The tickets shall be considered prima facie evidence of the conclusion of the contract.**

**1. The provisions of Articles 6 and 7 of the CIV shall apply to transport contracts.**

*Justification*

*Your rapporteur wishes to gear the provisions of the regulation as completely as possible to the provisions of the COTIF Convention in order to ensure that railway companies do not have to implement different or even contradictory rules.*

Amendment 33  
Article 4, paragraph 2

2. Railway undertakings shall issue tickets, which contain at least the information listed in Annex II.

2. **Without prejudice to paragraph 1**, railway undertakings shall issue tickets which contain at least the information listed in Annex II.

*Justification*

*See also the previous amendment. Annex II contains a useful addition to the provisions of the CIV and should thus be retained as an additional provision.*

Amendment 34  
Article 4, paragraph 3

**3. If the tickets and reservations have been made out in the passenger's name they shall be transferable to another**

**deleted**

*person under the conditions specified when purchasing the tickets.*

*Justification*

*See the justification for the amendment to Article 4(1).*

Amendment 35  
Article 4, paragraph 4

**4. The tickets and reservations may be established in the form of electronic data registration, which can be transformed into legible written symbols.** *deleted*

*Justification*

*See the justification for the amendment to Article 4(1).*

Amendment 36  
Article 5, paragraph 2

**2. A system vendor offering distribution facilities in respect of scheduled passenger rail services shall allow any railway undertaking, which submits a request for this, the opportunity to participate, on an equal and non-discriminatory basis, in these facilities within the available capacity of the system concerned, subject to any technical constraints outside the control of the system vendor.**

2. A system vendor shall allow any railway undertaking which submits a request for this the opportunity to participate, on an equal and non-discriminatory basis, in **distribution** facilities within the available capacity of the system concerned, subject to any technical constraints outside the control of the system vendor.

*Justification*

*Railway undertakings cannot automatically be regarded as system vendors. Your rapporteur does not wish to impose on railway undertakings an unlimited requirement to include in their reservation systems information about the services provided by other undertakings.*

Amendment 37  
Article 6, paragraph 1

**1. Railway undertakings and/or tour operators shall offer tickets and/or through tickets for international journeys between at least the main railway stations as well as to railway stations located in a zone with as midpoint the nearest railway station.** *deleted*

*Justification*

*In practice, railway undertakings in many cases already offer zone tickets. In view of the diversity of Europe's railway network, it would be difficult to impose a requirement of this kind through legislation. For that matter, it is difficult to determine where the borders of a 'zone' should be deemed to lie in any particular case. Your rapporteur assumes that, where possible, railway undertakings will already be providing this service or will introduce it.*

Amendement 38  
Article 6, paragraph 3

3. Tickets **for international journeys** must be distributed to *passenger* at least via the following points of sale:

(a) ticket offices and, if available, selling machines on all main railway stations, or:

(b) telephone / internet or any other widely available information technology without additional charges for the use of this distribution channel.

3. Tickets must be distributed to *passengers* at least via the following points of sale:

(a) ticket offices and, if available, **accessible** selling machines on all main railway stations or:

(b) telephone / **accessible** internet **sites** or any other widely available information technology without additional charges for the use of this distribution channel.

Amendement 39  
Article 6, paragraph 3 a (new)

**3a. Tickets issued in the framework of public service contracts must be distributed at least via the following points of sale:**

**(a) at ticket offices and, if available, accessible selling machines on all main railway stations and**

**(b) telephone / accessible internet sites or any other widely available information technology without additional charges for**

*the use of this distribution channel.*

Amendement 40  
Article 6, paragraph 3 b (new)

***3b. If there is no ticket office or selling machine in the railway station of departure, passengers must at least be informed in the railway station:***

***- about the possibility of buying a ticket by phone, through the internet or on the train and the procedures to follow;***

***- about the nearest main railway station or place where ticket offices and/or selling machines are provided;***

Amendement 41  
Article 6, paragraph 4

4. Railway undertakings shall, *however*, offer the possibility to purchase tickets *for international journeys* on the train, *under the conditions laid down in Article 36.*

4. *Unless, on security grounds, access to the train or the terminal is limited to holders of a valid ticket*, railway undertakings shall offer the possibility to purchase tickets on the train, *in particular if the passenger was unable to purchase his ticket at the railway station of departure on any of the following grounds:*

***- closed ticket offices;***

***- deficient ticket machines;***

***- absence of ticket offices or selling machines in the station of departure;***

***- absence of accessible ticket offices or accessible selling machines where the passenger is a person with reduced mobility.***

***The passenger must immediately inform the competent train staff.***

Amendment 42  
Article 6 a (new)

#### *Article 6a*

***1. In order to allow passengers to obtain the information referred to in Article 3 of***

***this Regulation and to allow railway undertakings to issue tickets as referred to in Article 4 as well as through tickets and reservations as referred to in Article 6 of this Regulation, paragraphs 2 to 4 below shall apply.***

***2. The Technical Specifications for Interoperability (TSI) referred to in Chapter II and Annex II(2.5)(a) (telematics applications for passengers) of Directive 2001/16/EC of the European Parliament and of the Council of 19 March 2001 on the interoperability of the trans-European conventional rail system<sup>1</sup> shall be applied for the purposes of this Regulation to all services offered by railway undertakings, including high-speed services.***

***3. One year after adoption of this Regulation, the Commission shall, on a proposal to be submitted by the European Railway Agency, adopt the Technical Specifications for the Interoperability of telematics applications for passengers. The TSI shall enable the provision of the information in Annex I.***

***4. Railway undertakings shall adapt their computerised information and reservation systems according to the requirements set out in the TSI at the latest one year after adoption of the TSI by the Commission.***

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<sup>1</sup> OJ L 110, 20.4.2001, p. 1.

#### *Justification*

*In the present situation, it is impossible to require railway companies to offer direct tickets for international journeys throughout Europe. By means of the development of a TSI, we can help railway companies to cooperate. Your rapporteur hopes that in this way, as in aviation, a number of initiatives will be developed to facilitate the sale of direct tickets throughout Europe. However, your rapporteur is convinced that such developments will go hand in hand with the further opening-up of the European market.*

Amendment 43  
Chapter III, title

LIABILITY *OF THE RAILWAY*  
*UNDERTAKING*

LIABILITY *AND COMPENSATION IN*  
*THE EVENT OF DEATH OR INJURY*  
*OF PASSENGERS*

*Justification*

*Your rapporteur wishes to place all the provisions concerning death or injury of passengers in a single chapter.*

Amendment 44  
Article 7, paragraph 1

1. The railway undertaking shall be liable in the event of death or bodily injury, whether physical or ***mental***, of a passenger, upon condition ***only*** that the accident which caused the death or injury ***took place when the passenger was on the train or while boarding or leaving the train.***

1. The railway undertaking shall be liable in the event of death or bodily injury, whether physical or ***psychological***, of a passenger, upon condition that the accident which caused the death or injury ***was not due to natural disasters, acts of war or terrorism.***

*Justification*

*No limitation of liability according to where the passenger was, but limitation of liability on account of the cause. Railway companies cannot be expected to foot the bill for a terrorist attack such as that which was carried out in Madrid.*

Amendment 45  
Article 7, paragraph 1 a (new)

***1a. Even if the railway undertaking contests its responsibility for bodily injury to a passenger whom it conveys, it shall remain the passenger's sole interlocutor and the only entity from which the passenger may claim compensation, without prejudice to redress on grounds of liability which the railway undertaking may seek from third parties.***

*Justification*

*In view of the disintegration of railway undertakings brought about by European Directives and in view of the multiplication of parties involved in the railway industry (railway undertakings, infrastructure managers, third enterprises responsible for maintenance, etc.), it seems desirable*

*for passengers to have only one interlocutor, by law, in the event of incidents, namely the railway undertaking which conveys them, and this arrangement would also serve to protect rail users. It will subsequently be up to the railway undertaking to seek redress from third parties in order to secure recognition of their liability.*

Amendment 46  
Article 7 a (new)

**Article 7a**

***Compensation in case of death or injury  
of passengers***

***1. The liability of a railway undertaking for damages sustained in the event of death or bodily injury of a passenger shall not be subject to any financial limit.***

***2. For damages arising under Article 7(1) not exceeding EUR 120 000 for each passenger the railway undertaking shall not be able to exclude or limit its liability. Above that amount, the railway undertaking shall not be liable for damages if it proves that it was not negligent or otherwise at fault.***

***3. 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.***

*Justification*

*In order to make the regulation easier to read, your rapporteur proposes that all provisions concerning death or injury of passengers be placed together. Accordingly, Articles 12 and 13 are placed after Article 7.*

*Only the amounts provided for in Articles 12 and 13 are adjusted to bring them roughly into line with what is applicable to air travellers - cf. Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents (OJ L 140, 30.5.2002, p. 2).*

Amendment 47  
Article 7 b (new)

*Article 7b*

*Advance payments*

*If a passenger is killed or injured, the railway undertaking shall make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to damages.*

*In the event of death this payment shall not be less than EUR 19 000.*

*This advance payment shall not imply any acknowledgement of liability and may be offset against any amounts subsequently paid on account of liability of the railway undertaking.*

*Justification*

*In order to make the regulation easier to read, it is proposed that all provisions concerning death or injury of passengers be placed together. Accordingly, Article 13 is transferred to Article 7. The provisions are also brought into line with those relating to air travel.*

Amendment 48  
Chapter III a (new)

**CHAPTER IIIa**

**LIABILITY AND COMPENSATION IN  
THE EVENT OF DAMAGE TO OR  
LOSS OF LUGGAGE, HAND  
LUGGAGE, ANIMALS AND VEHICLES**

*Justification*

*In order to make the regulation easier to read, your rapporteur proposes that all provisions concerning damage and loss be placed together.*

Amendment 49  
Article 8, title

***Hand luggage***

***deleted***



*Justification*

*Your rapporteur proposes that the provisions concerning all forms of luggage be placed in a single article (see next amendment).*

Amendment 50  
Article 8, paragraph 1

**1. In the event of death of, or bodily injury to, a passenger the railway undertaking shall be liable for the total or partial loss or damage to personal effects which the passenger had on him or with him as hand luggage.**

**1. Liability and compensation in the event of total or partial destruction or loss of or damage to hand luggage, animals, luggage, wheel-chairs, children's prams, bicycles and vehicles shall be governed by the provisions of the CIV, Chapter III, and in particular Articles 33 to 46 thereof.**

*Justification*

*The CIV regulates liability in the event of damage to or loss of luggage far more completely than the proposal for a regulation. Particularly luggage that contributes to better intermodal mobility, such as wheel chairs, prams, bicycles etc. should be included.*

Amendment 51  
Article 8, paragraph 2

**2. Apart from this the railway undertaking shall not be liable for loss of or damage to personal effects, hand luggage for supervision of which the passenger is responsible, unless the loss or damage is caused by the fault of the railway undertaking.**

**2. Without prejudice to paragraph 1, the railway undertaking or station manager that is liable for compensation in the event of total or partial destruction or loss of or damage to mobility equipment/medical equipment belonging to a passenger with reduced mobility shall pay compensation equivalent, at the maximum, to the replacement value of the equipment. Where appropriate, the railway undertaking shall also offer the passenger temporary replacement equipment.**

*Justification*

*The limit on compensation for the loss of hand luggage and animals is 1400 units of account (approx. EUR 1650). Your rapporteur proposes raising this limit in the case of loss of or damage*

*to the mobility equipment of people with reduced mobility. As such people need the equipment, the railway undertaking or station manager that is liable must also provide temporary replacement equipment.*

Amendment 52  
Article 9

**Article 9** *deleted*

**Other Luggage**

***The railway undertaking shall be liable for damage sustained in the case of total or partial destruction or loss of, or damage to, luggage upon condition that the event that caused the destruction, loss or damage took place when the luggage was under the responsibility of the railway undertaking.***

*Justification*

*See justification for amendments to Article 8.*

Amendment 53  
Article 10

**Article 10** *deleted*

**Delay**

***The railway undertaking is liable for a delay, including a delay leading to a missed connection and/or the cancellation of an international service to passengers and/or the transport of luggage.***

***The railway undertaking shall not be liable for delay or cancellation of an international service if these were the result of exceptional weather circumstances, natural catastrophes, acts of war or terrorism.***

*Justification*

*Your rapporteur proposes that all provisions concerning delays be combined in Chapter IV.*

Amendment 54  
Article 11

**Article 11**

**deleted**

**Consequential damages**

***In case a railway undertaking is liable of a delay, a delay leading to a missed connection or a cancellation, the railway undertaking shall be, irrespective to the conditions of compensation for delays laid down in Article 10, liable for damage.***

***Without prejudice to Article 16, for delays less than one hour there is no right to compensation for consequential damages.***

*Justification*

*Your rapporteur considers the provision concerning consequential damages to be too vague and too far-reaching. He realises that, in exceptional cases, a delay or a missed connection may have far-reaching consequences. He is therefore inserting a paragraph in Article 15 to make it clear that this regulation is without prejudice to passengers' rights to further compensation, for example on the basis of rights derived from domestic law to be too vague and too far-reaching. He realises that, in exceptional cases, a delay or a missed connection may have far-reaching consequences. He is therefore inserting a paragraph in Article 15 to make it clear that this regulation is without prejudice to passengers' rights to further compensation, for example on the basis of rights derived from domestic law.*

Amendment 55  
Chapter IV, title

**DAMAGES AND COMPENSATIONS**

**LIABILITY, COMPENSATION AND  
ASSISTANCE IN THE EVENT OF  
DELAYS**

### *Justification*

*By analogy with the provisions concerning death or injury and loss of or damage to luggage, the rapporteur wishes, here too, to place all the provisions concerning delays together in a single chapter.*

Amendment 56  
Article 11 a (new)

### *Article 11a*

#### *Delays*

***1. The railway undertaking shall be liable for a delay, or a delay which results in a missed connection and/or cancellation of a service for passengers and/or the transport of luggage.***

***2. The railway undertaking shall not be liable for a delay, missed connection or cancellation of a service if it is due to:***

- exceptional weather conditions, natural disasters, acts of war or terrorism;***
- circumstances outside the operation of the railway undertaking which the carrier, despite the duty of care required under the circumstances, could not prevent and whose consequences it could not prevent;***
- the fault of the passenger, or***
- the conduct of a third party, which the carrier, despite the duty of care required under the circumstances, could not prevent and whose consequences it could not prevent; another undertaking using the same railway infrastructure shall not be defined as a third party.***

***3. The railway undertaking and/or station manager shall also be liable for delays in the provision of assistance at the station or on board the train which lead a passenger with reduced mobility to miss a train at departure or miss a connection at arrival.***

Amendment 57

*Article 12*

*deleted*

*Damages in case of death or injury of passengers*

- 1. The liability of a railway undertaking for damages sustained in the event of death, or bodily injury of a passenger shall not be subject to any financial limit.*
- 2. For damages arising under Article 7 (1) not exceeding 220 000 EUR for each passenger the railway undertaking shall not be able to exclude or limit its liability. Above that amount, the railway undertaking shall not be liable for damages if it proves that it was not negligent or otherwise at fault.*
- 3. 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.*

*Justification*

*Your rapporteur proposes moving this article to Chapter III and inserting it there as Article 7a (new).*

Amendment 58  
Article 13

*Article 13*

*deleted*

*Advance payments*

*If a passenger is killed or injured, the railway undertaking shall make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to damages.*

*In the event of death this payment shall*

***not be less than 21 000 EUR.***

*Justification*

*See previous amendment.*

Amendment 59  
Article 14

***Article 14***

***deleted***

***Compensation for hand luggage and  
other luggage***

***1. When the railway undertaking is liable  
under Article 8, it must pay compensation  
up to a limit of 1 800 EUR per passenger.***

***2. When the railway undertaking is liable  
under Article 9, it must pay compensation  
up to a limit of 1 300 EUR per passenger.***

*Justification*

*See previous amendment.*

Amendment 60  
Article 15, paragraph -1 (new)

***-1. The railway undertaking shall refund  
surcharges to the passenger if the services  
actually provided do not meet the criteria  
indicated (see Annex II, indent 4a) for  
surcharges.***

*Justification*

*The compensation system proposed by the Commission should be replaced by a more practical one, based on real price structures (see amendment by Michael Cramer to Annex II.)*

Amendement 61  
Article 15, paragraph 1

1. Without losing the right of transport, a passenger may request compensation for

1. Without losing the right of transport, a passenger may request compensation for

delays, from the railway undertaking if he is facing a delay. The minimum compensations for delays *are set out in Annex III.*

delays from the railway undertaking if he is facing a delay. The minimum compensations for delays *shall be as follows:*

- *25% in the event of a delay of 60 minutes or more;*
- *50% in the event of a delay of 120 minutes or more;*
- *75% in the event of a delay of 180 minutes or more.*

Amendement 62

Article 15, paragraph 1a (new)

*1a. Passengers who hold a season ticket and who encounter recurrent delays or cancellations during the period of validity of their season ticket shall receive compensation if requested. This may be paid in various ways: in free journeys, price reductions and an extension of the period of validity of a season ticket.*

*Railway undertakings shall determine in advance, in close consultation with representatives of users and with the authorities in connection with public service contracts, the criteria for punctuality and reliability of the service concerned which shall be used for the purposes of applying this paragraph.*

Amendement 63

Article 15, paragraph 2

2. The compensation referred to in paragraph 1 shall be paid within *14 days* after the submission of the request for compensation. The compensation can *only* be paid in vouchers and/or other services *with the signed agreement of the passenger.*

2. The compensation referred to in paragraph 1 shall be paid within *one month* after the submission of the request for compensation. The compensation can be paid in vouchers and/or other services *if their terms are flexible (in particular regarding the validity period and destination). The compensation must be paid in money at the request of the passenger.*

Amendment 64

Article 15, paragraph 3 a (new)

**3a. This article shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under this article may be deducted from such compensation.**

*Justification*

*This provision is taken from the recently adopted regulation on air travel and, in your rapporteur's view, is far more realistic than the provision concerning consequential damages in the proposal for a regulation.*

Amendment 65  
Article 16, paragraph -1 (new)

**-1. The first priority for railway undertakings shall be to ensure connections and avoid cancellations with all available means.**

*Justification*

*The railway service itself, i.e. ensuring connections and avoiding cancellations, should be prior in passengers' rights ("Beförderungspflicht").*

Amendement 66  
Article 16, paragraph 1

1. In the case of a delay leading to a missed connection or a cancellation of an **international** service, paragraph 2 shall apply, except when the railway undertaking can prove that the service was cancelled solely because of exceptional circumstances.

1. In the case of a delay, **including a delay in the provision of assistance to a person with reduced mobility by the railway undertaking**, leading to a missed connection or a cancellation of a service, paragraph 2 shall apply, except when the railway undertaking can prove that the service was **delayed or** cancelled solely because of exceptional circumstances.

Amendment 67  
Article 16, paragraph 2, subparagraph 1

2. When, a railway undertaking is facing a delay that will lead to a missed connection or when, before the scheduled time of departure, a railway undertaking cancels or reasonably expects to cancel an

2. When a railway undertaking is facing a delay that will lead to a missed connection or when, before the scheduled time of departure, a railway undertaking cancels or reasonably expects to cancel a railway



**international** railway service, it shall make every effort to inform the passengers.

service, it shall make every effort to inform the passengers **and to ensure that the final destination can be reached.**

*Justification*

*Irrespective of the cause of the delay, railway undertakings must do everything possible to inform passengers and to enable them to reach their final destination. If the journey can be undertaken by another route, using the trains of another railway company, this must not constitute an obstacle..*

Amendment 68

Article 16, paragraph 2, subparagraph 2, point (a)

(a) reimbursement of the full cost of the ticket, under the conditions by which it was paid, for the part or parts of their journey not made and for the part or parts already made if the **international** 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 15 (2) or (3); or

(a) reimbursement of the full cost of the ticket, under the conditions by which it was paid, for the part or parts of their 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 15 (2) or (3); or

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 69

Article 16, paragraph 2, subparagraph 2, point (b)

(b) continuation or re-routing, under comparable transport conditions, to the final destination at the earliest opportunity; or

(b) continuation or re-routing, under comparable transport conditions **granting an equivalent degree of accessibility**, to the final destination at the earliest opportunity, **possibly using more expensive trains without extra costs**; or

### *Justification*

*Comparable transport conditions must be interpreted to ensure an equivalent degree of accessibility. For example, if a wheelchair accessible journey is cancelled and the next train ("the earliest opportunity") is not wheelchair accessible, a passenger with a disability should not be required to accept the inaccessible train as the alternative journey.*

### Amendment 70

Article 16, paragraph 2, subparagraph 2, point (c)

(c) continuation or re-routing, under comparable transport conditions, to the final destination at a later date ***at the passenger's convenience.***

(c) continuation or re-routing, under comparable transport conditions, to the final destination at a later date.

### *Justification*

*The force majeure clause should be reconsidered in relation to the right to choose whether to continue the journey or abandon it and obtain a refund of the fare in the event of a delay resulting in a missed connection or in the event of the cancellation or anticipated cancellation of a train.*

*No matter what the reason for undertaking the journey, it might be pointless from the passenger's point of view to undertake the journey at a later time, for example if he had intended to keep an appointment which he then missed.*

*Moreover, it goes without saying that, whenever a transport undertaking is unable to provide a service, the fare for that service must be refunded. The risk of force majeure always rests with the undertaking in such cases (i.e. in other sectors too). Railway undertakings should not, therefore, be able to invoke force majeure in respect of these passenger rights.*

### Amendment 71

Article 17, paragraph 2, point (a)

(a) meals and refreshments ***in a reasonable relation to the waiting time;*** and/or

(a) meals and refreshments ***where possible;*** and/or

### *Justification*

*The amendments proposed to paragraphs (a) and (b) of this Article are aligned with European Railway Undertakings' own Charter commitment to meet these circumstances, which provide sufficient assistance for passengers' reasonable needs. It should be noted that the Railway Undertakings acknowledge the need to look after their customers' safety and comfort (i.e. paragraphs (a); (b) and (c) when things go wrong even if the Railway Undertaking is not liable according to Article 11a(2)). However the term "where possible" is necessary because there may be circumstances where the Railway Undertaking is prevented from delivering on this commitment. For example, many trains do not carry catering facilities and it is rarely possible to get supplies to a train away from a station, the more so if severe weather is the cause.*

Amendment 72  
Article 17, paragraph 2, point (b)

(b) **hotel** accommodation in cases where a stay of one or more nights becomes necessary or an additional stay becomes necessary; and/or

(b) **overnight** accommodation, **unless this is not possible in the circumstances prevailing**, in cases where a stay of one or more nights becomes necessary or an additional stay becomes necessary; and/or

*Justification*

*The amendments proposed to paragraphs(a) and (b) of this Article are aligned with European Railway Undertakings' own Charter commitment to meet these circumstances, which provide sufficient assistance for passengers' reasonable needs. It should be noted that the Railway Undertakings acknowledge the need to look after their customers' safety and comfort (i.e. paragraphs (a);(b) and (c) when things go wrong even if the Railway Undertaking is not liable according to Article 11a(2)). However the words "unless this is not possible in the circumstances prevailing" are necessary because there may be circumstances where the Railway Undertaking is prevented from delivering on this commitment. For example, many trains do not carry catering facilities and it is rarely possible to get supplies to a train away from a station, the more so if severe weather is the cause.*

Amendment 73  
Article 17, paragraph 2, point (c)

(c) transport between the railway station and place of accommodation (hotel or other).

(c) transport between the railway station and **such** place of accommodation (hotel or other); **or**

Amendment 74  
Article 17, paragraph 2, point (d)

(d) transport between the railway station **or the train if it is blocked on the track** and the final destination of the service **or the place of departure of** an alternate transport means.

(d) **when the rail service is suspended indefinitely for a reason other than the exceptional circumstances identified in Article 11a(2)**, transport between the **affected** railway station and the final destination of the service **by** an alternate transport means.

*Justification*

*The amendment to paragraph(d) is necessary to establish a workable set of alternatives in the railway system context. Specific provisions for disembarking passengers from trains outside stations have safety implications and such circumstances should not be regulated by passenger rights legislation. Where the delay etc is due to reasons outside the control of Railway Undertakings, it is reasonable that they should not be obliged to provide alternative transport.*

Amendment 75  
Article 17, paragraph 3

3. Railway undertakings shall, at the request of the passenger, certify on the ticket that the rail service has suffered a delay, lead to a missed connection or that it has been cancelled.

3. Railway undertakings shall, at the request of the passenger, certify on the ticket that the rail service has suffered a delay, lead to a missed connection or that it has been cancelled. ***If a railway undertaking requires such certification, it must take the necessary measures to enable passengers to obtain it simply and quickly.***

*Justification*

*It is not clear how this certification is to take place or what procedures apply to it. Should any railway official be able to issue a certificate? If not, would passengers have to choose between, for example, taking a subsequent train and taking time to contact a specific official to obtain a certificate? Railway companies which require such certification should be compelled to arrange for quick and easy certification.*

Amendment 76  
Article 17, paragraph 4

4. In applying paragraphs 1 and 2, the operating railway undertaking shall pay particular attention to the needs of passengers with reduced mobility and any accompanying persons, as well as to the needs of unaccompanied children..

4. In applying paragraphs 1 and 2, the operating railway undertaking shall pay particular attention to the needs of passengers with reduced mobility and any accompanying persons, as well as to the needs of unaccompanied children. ***Information regarding delays or cancellations, hotel accommodation or alternative transport arrangements, reimbursement schemes, continuation or re-routing options must be communicated in a manner that is accessible. Accommodation or alternate transport arranged for passengers with reduced mobility by the railway undertaking must be accessible and adequate assistance in cases of delay or cancellation must be provided.***

*Justification*

*Amendments to clarify the text. The particular needs of passengers with disabilities in a situation of delay require a number of provisions.*

Amendment 77  
Article 18, paragraph 1

1. ***The provisions relating to liability shall apply when*** railway vehicles are carried by ferry on ***part(s)*** of the ***international*** journey, ***unless the legal regime applied to the maritime transport is more favourable to the passenger.***

1. ***Where*** railway vehicles are carried by ferry on ***parts*** of the journey ***or where rail transport is temporary replaced by another mode of transport, Article 31 of the CIV shall apply.***

*Justification*

*Your rapporteur wishes to gear the provisions of the regulation as completely as possible to the provisions of the COTIF Convention in order to ensure that railway companies do not have to implement different or even contradictory rules.*

Amendment 78  
Article 18, paragraph 2

2. ***When a transport by rail is temporarily suspended and the passengers are carried by another mode of transport, the railway undertaking is liable according to the provisions of this Regulation.***

***deleted***

*Justification*

*Covered by the previous amendment.*

Amendment 79  
Article 19

If the ***international*** journey is performed by successive railway undertakings, the railway undertakings involved in the transport shall be jointly and severally liable in the event of death or personal injuries to the passenger, or the event of damage to or loss of luggage or of delays, delays leading to missed connections or cancellations.

If the journey is performed by successive railway undertakings, the railway undertakings involved in the transport shall be jointly and severally liable in the event of death or personal injuries to the passenger, or the event of damage to or loss of luggage or of delays, delays leading to missed connections or cancellations.

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 80  
Article 20

Where a railway undertaking has entrusted the performance of the transport, in whole or in part, to a substitute railway undertaking, the railway undertaking shall nevertheless remain liable in respect of the entire transport.

Where a railway undertaking has entrusted the performance of the transport, in whole or in part, to a substitute railway undertaking, the railway undertaking shall nevertheless remain liable in respect of the entire transport ***as provided for in Article 39 of the CIV.***

*Justification*

*Article 39 of the CIV contains a number of useful supplementary provisions concerning substitute railway undertakings.*

Amendment 81  
Article 21, paragraph 1

The railway undertaking shall be liable for ***its staff and other persons whose services it makes use of for the performance of the transport, when that staff and/or other persons are acting within the scope of their functions.***

The railway undertaking shall be liable for ***persons as provided for in Article 51 of the CIV.***

*Justification*

*Article 21 entirely accords with Article 51 of the CIV. It is therefore sufficient to refer to that Convention.*

Amendment 82  
Article 21, paragraph 2

*The staff of the manager of the infrastructure on which the transport is performed shall be considered as persons whose services the railway undertaking makes use of for the performance of the transport.*

*deleted*

*Justification*

*Article 21 entirely accords with Article 51 of the CIV. It is therefore sufficient to refer to that Convention.*

Amendment 83  
Article 23

*1. The period of limitation of actions for damages based on the liability of the railway undertaking in case of death of, or personal injury to the passengers shall be:*

*The period of limitation for actions shall be governed by Article 60 of the CIV.*

*(a) in the case of the 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 of the accident.*

*2. The period of limitation for other actions arising out of the transport contract shall be two years reckoned from the date of the incident.*

*Justification*

*Your rapporteur wishes to gear the provisions of the regulation as completely as possible to the provisions of the COTIF Convention in order to ensure that railway companies do not have to implement different or even contradictory rules.*

Amendment 84  
Article 24, paragraph 2

The railway undertaking shall have the right to claim compensation from the infrastructure manager to recover the compensation the railway undertaking has paid to the passengers. This infrastructure manager's liability shall be without prejudice to the application of the performance scheme laid down in Article 11 of Directive 2001/14/EC of the European Parliament and of the Council.

The railway undertaking shall have the right to claim compensation from the infrastructure manager to recover the compensation the railway undertaking has paid to the passengers. This infrastructure manager's liability shall be without prejudice to the application of the performance scheme laid down in Article 11 of Directive 2001/14/EC of the European Parliament and of the Council ***and shall be proportional to the price of the train path if no compensation system is provided for in the performance scheme.***

#### *Justification*

*The compensation for delays provided for in this regulation is expressed as percentages of the train fare. The train fare is not always proportionate to the payment which the infrastructure manager receives for the use of the train path. In seeking redress from the infrastructure manager, it is also desirable to take into account the income which the latter has received for the use of the train path.*

#### Amendment 85 Article 27

A railway undertaking and/or a tour operator shall not refuse, on the grounds of reduced mobility, to issue a ticket and reservation for ***an international*** service departing from a main railway station.

A railway undertaking and/or a tour operator shall not refuse, on the grounds of reduced mobility, to issue a ticket and reservation for ***a*** service departing from a main railway station.

#### Amendment 86 Article 27 a (new)

##### *Article 27 a*

##### ***Special facilities on board trains***

***If passengers with reduced mobility require special facilities on board a train, which cannot be made available without very great additional effort, the duty of the railway undertaking to convey such passengers shall apply only insofar as the available capacity permits.***

***Railway undertakings are called upon to increase their capacity in line with needs in***



***this respect.***

*Justification*

*Railway undertakings can provide transport services for people with reduced mobility only insofar as the specific facilities for such people on board trains allow. If only limited special facilities exist on a train and they are already fully reserved, a passenger cannot therefore be offered the required transport if these facilities can be made available only by means of very great efforts. Railway undertakings should, however, expand their relevant capacity in line with needs.*

Amendment 87  
Article 27 b (new)

***Article 27b***

***Prohibition of fare discrimination***

***Railway undertakings and/or tour operators shall ensure that passengers with disabilities can purchase tickets for the same price as non-disabled passengers.***

*Justification*

*Passengers with disabilities should not have to pay higher fares than non-disabled passengers.*

Amendment 88  
Article 27 c (new)

***Article 27c***

***Accessibility of services***

***Station managers must ensure that stations, platforms and all services are accessible for people with reduced mobility by eliminating all architectural obstacles.***

*Justification*

*This is a fundamental guarantee for the recognition of the right to mobility of persons with reduced mobility.*

*A regulation which fully protects passengers' rights cannot leave out of consideration the elimination of all obstacles to access to stations.*

Amendment 89  
Article 27 d (new)

***Article 27d***

*Access to means of transport*

***Railway undertakings must guarantee the accessibility of means of transport by eliminating all obstacles to boarding, disembarkation and being on board the train for persons with reduced mobility.***

*Justification*

*Railway undertakings, in conjunction with station managers, must ensure that trains fully meet the needs of persons with reduced mobility. Systems must be provided to allow boarding and disembarkation to be accomplished with ease, as well as to enable the persons concerned to move around the train during the journey.*

Amendment 90

Article 28, paragraph 1

1. On departure from, transit through or arrival at a railway station of a person with reduced mobility ***on an international journey***, the station manager shall provide assistance in such a way that the person is able to board the departing service, to change to the corresponding service or to disembark from the arriving service for which he or she purchased a ticket.

1. On departure from, transit through or arrival at a railway station of a person with reduced mobility, the station manager shall provide assistance in such a way that the person is able to board the departing service, to change to the corresponding service or to disembark from the arriving service for which he or she purchased a ticket.

*Justification*

*These provisions should also apply to domestic rail transport.*

Amendment 91

Article 28, paragraph 2

2. The assistance referred to in paragraph 1 is provided on condition that notification is made of the person's need for such assistance to the railway undertaking and/or tour operator with which the ticket was purchased, at least **24 hours** before the assistance is needed.

2. The assistance referred to in paragraph 1 is provided on condition that notification is made of the person's need for such assistance to the railway undertaking and/or tour operator with which the ticket was purchased, at least **48 hours** before the assistance is needed.

*Justification*

*The scope of the regulation should be extended to domestic journeys. As the assistance clause in*

*Article 28(1) presupposes a very comprehensive system of assistance on domestic journeys too, the advance notification period for the preparation of the provision of such assistance should be extended to 48 hours.*

Amendment 92  
Article 28, paragraph 3

3. If no notification is made in accordance with **paragraph 1**, the station manager of the departure station, transit station or arrival station shall make all reasonable efforts to provide assistance ***in such a way that the person with reduced mobility on an international journey is able to board the departing service; to change to the corresponding service or to disembark from the arriving service for which he has purchased a ticket.***

3. If no notification is made in accordance with **paragraph 2**, the station manager of the departure station, transit station or arrival station shall make all reasonable efforts to provide assistance ***as referred to in paragraph 1.***

*Justification*

*In this way the provision can be abbreviated.*

Amendment 93  
Article 29

**Article 29**

***deleted***

***Assistance at railway stations***

***1. The station manager shall be responsible for the provision of the assistance to persons with reduced mobility.***

***2. The station manager shall designate points, within and outside the railway station, at which persons with reduced mobility can announce their arrival at the railway station and, if need be, request assistance.***

*Justification*

*Your rapporteur considers that assistance at stations is sufficiently guaranteed by the provisions of Article 28.*

Amendment 94  
Article 30

A railway undertaking and/or a tour operator shall provide to a person with reduced mobility the assistance on board of a train and during boarding and disembarking from a train, ***if that person respects the conditions*** set out in Article 28(2).

A railway undertaking, ***station manager*** and/or a tour operator shall provide to a person with reduced mobility the assistance on board of a train and during boarding and disembarking from a train ***as*** set out in Article 28. ***Assistance on board of a train presupposes that the train is staffed according to plan. Railway undertakings are called upon to organise their personnel planning in line with needs in this respect.***

*Justification*

*The station manager at the point of service should also be responsible for providing assistance to a person with reduced mobility.*

Amendment 95  
Article 31, paragraph 1

1. Railway undertakings and tour operators shall ***take all measures necessary for the reception, at all points of sale, of notifications of the need for assistance by persons with reduced mobility.***

1. Railway undertakings and tour operators shall ***provide a mechanism whereby passengers with reduced mobility can notify the railway undertaking of their need for assistance, and shall advise them of such mechanism at the point of sale.***

*Justification*

*Your rapporteur proposes replacing this detailed article with a simpler obligation to achieve results. It is better to allow railway undertakings and tour operators to decide for themselves how they should organise the notification of the need for assistance. They will in any case have to organise this well, because otherwise they will not be complying with the requirements to provide assistance laid down in Article 28.*

Amendment 96  
Article 31, paragraph 2

**2. Railway undertakings and/or tour operators shall communicate the notification 24 hours in advance to allow the provision of assistance according to Article 28(1) to the managing bodies of the railway stations of departure, of transit or arrival.** *deleted*

*Justification*

*Your rapporteur proposes replacing this detailed article with a simpler obligation to achieve results. It is better to allow railway undertakings and tour operators to decide for themselves how they should organise the notification of the need for assistance. They will in any case have to organise this well, because otherwise they will not be complying with the requirements to provide assistance laid down in Article 28.*

Amendment 97  
Article 31, paragraph 3

**3. Immediately after the departure of a national or international service, the railway undertaking shall inform the station manager of the railway station of transit and arrival of the number of persons with reduced mobility requiring assistance and the nature of that assistance.** *deleted*

*Justification*

*Your rapporteur proposes replacing this detailed article with a simpler obligation to achieve results. It is better to allow railway undertakings and tour operators to decide for themselves how they should organise the notification of the need for assistance. They will in any case have to organise this well, because otherwise they will not be complying with the requirements to provide assistance laid down in Article 28.*

Amendment 98  
Chapter VII, title

**QUALITY AND SECURITY OF  
SERVICE**

**PERSONAL SECURITY OF  
PASSENGERS AND COMPLAINTS**

*Justification*

*The title is brought into line with the amendments which the rapporteur proposes to this chapter.*

Amendment 99  
Article 32, title

Security

**Personal security of passengers**

*Justification*

*Your rapporteur considers the term 'security of service' to be ill-chosen. What is at issue here is the personal security of passengers, protection against petty crime, etc.*

Amendment 100  
Article 32, paragraph 1

1. Railway undertakings shall take adequate measures to ensure a high level of security in railway stations and on trains. They shall prevent risks to passenger security and effectively address these risks where and when they occur within the sphere of their responsibility.

1. Railway undertakings **and station managers** shall take adequate measures to ensure a high level of **personal** security in railway stations and on trains. They shall prevent risks to passenger security and effectively address these risks where and when they occur within the sphere of their responsibility.

*Justification*

*What is at issue here is the personal security of passengers, protection against petty crime, etc. Station managers too must ensure personal security, particularly at railway stations.*

Amendment 101  
Article 33

**Article 33**

**deleted**

***Service Quality standards***

***1. Railway undertakings shall define service quality standards for international services and implement a quality management system to maintain the***

*service quality. The service quality standards shall at least cover the items listed in Annex IV.*

*2. Railway undertakings shall monitor their own performance as reflected in the service quality standards. Railway undertakings shall publish each year a report on their service quality performance together with their annual report. These results shall also be published on the internet website of the railway undertakings.*

#### *Justification*

*This regulation regulates the rights and obligations of railway passengers. Your rapporteur considers that the quality of a railway undertaking is primarily the responsibility of the undertaking, which is in the best position to know the wishes of its customers and to cater for them. It is not desirable for legislatures to arrogate to themselves the role of the entrepreneur. Nor does your rapporteur see much advantage in a report published by a railway undertaking on its own quality standards. It is up to third parties (journalists, consumers' associations, etc.) to judge the quality of railway undertakings and to draw attention to those that perform inadequately in this respect.*

Amendment 102  
Article 33 a (new)

#### *Article 33a*

##### *Independent assessment*

*The European Railway Agency shall perform an independent assessment of the effectiveness of self-regulation by the sector and shall facilitate comparisons between railway undertakings.*

#### *Justification*

*The proposal provides entirely for self-regulation. It should also be possible for railway undertakings' results to be assessed by a more independent body. The European Railway Agency could perform this quality control function.*

Amendment 103  
Article 34, paragraph 1

1. Railway undertakings **offering international services** shall set up a

1. Railway undertakings shall set up a complaint handling mechanism. The railway

complaint handling mechanism. The railway undertaking shall make the contact details of its complaint handling service widely known to passengers.

undertaking shall make the contact details of its complaint handling service widely known to passengers.

Amendment 104  
Article 34, paragraph 2

2. Passengers may submit a complaint **concerning international journeys** to any of the railway undertakings involved in the service, or to the point of sale where the ticket has been purchased.

2. Passengers may submit a complaint to any of the railway undertakings involved in the service, or to the point of sale where the ticket has been purchased.

Amendement 105  
Article 34, paragraph 3

3. A complaint may be submitted in the language(s) of the Member States on whose territory the journey has taken place, **in the language(s) of the place where the ticket was purchased** or in English, **French or German**.

3. A complaint may be submitted **at least** in the language(s) of the Member States on whose territory the journey has taken place, or in English.

Amendment 106  
Article 34, paragraph 4

**4. The railway undertaking or point of sale receiving a complaint submitted under paragraph 2 shall respond to the complainant in the same language as the complaint, on behalf of all parties involved in the provision of the international service. This may include responding on behalf of a substitute or a successive railway undertaking, a station manager of the station, a tour operator and/or an infrastructure manager. In case the point of sale receiving the complaint is different from the railway undertaking or railway undertakings, which carried out part of the service, the point of sale may refer the complaint to the appropriate address while informing the passenger.**

**deleted**

Amendment 107



**6. The railway undertaking shall publish *deleted*  
in the annual report mentioned in Article  
33 the number and categories of received  
complaints, processed complaints,  
response time and improvement actions  
undertaken.**

*Justification*

*This regulation regulates the rights and obligations of railway passengers. Your rapporteur considers that the quality of a railway undertaking is primarily the responsibility of the undertaking, which is in the best position to know the wishes of its customers and to cater for them. It is not desirable for legislatures to arrogate to themselves the role of the entrepreneur. Nor does your rapporteur see much advantage in a report published by a railway undertaking on its own quality standards. It is up to third parties (journalists, consumers' associations, etc.) to judge the quality of railway undertakings and to draw attention to those that perform inadequately in this respect.*

Amendment 108  
Article 36

**1. The passenger must ensure, on receipt of the ticket that it has been made in accordance with his instructions. The passenger must be in possession of a valid ticket from the start of the journey, unless the passenger was unable, as a result of closed ticket offices and/or ticket machines out of order, to purchase his ticket on the departure main railway station. In the latter case, the passenger must immediately inform the competent train staff of this. The passenger shall show on request his ticket to the competent train staff.**

***Without prejudice to the rights provided for in Article 6(4), passengers' obligations shall be governed by Article 9 of the CIV.***

**2. Railway undertakings may request that:**

**(a) a passenger who does not produce a valid ticket shall pay, in addition to the transport charge, a surcharge, which shall not exceed 100% of the transport charge;**

**(b) a passenger who refuses to pay the transport charge or the surcharge upon demand shall discontinue his journey.**

**3. Railway undertakings shall demand the discontinuance of the journey, without**

*entitlement to a refund of the tickets and/or reservations, from a passenger who:*

*(a) presents a danger to the safety and security of train staff and/or other passengers; or*

*(b) presents a danger to the safety and security of the train; or*

*(c) inconveniences train staff and/or other passengers by displaying inappropriate behaviour, such as non-respect of non-smoking areas, vandalism, insults or violence;*

#### *Justification*

*Where the regulation and the COTIF Convention are in agreement, your rapporteur considers it appropriate to refer to the latter. However, it must be stressed that under certain circumstances passengers may purchase a ticket on the train (cf. amendment to Article 6(4)), a possibility for which the Convention does not provide.*

#### Amendment 109 Article 37

##### ***Obligation to provide information***

***Railway undertakings shall inform the general public by appropriate means of any plans it has to discontinue international services.***

##### ***Information to passengers about their rights***

***Railway undertakings, station managers and tour operators shall inform passengers of their rights and obligations pursuant to this Regulation.***

***To this end, the Commission shall make a summary of this Regulation available to railway undertakings, station managers and tour operators in a language comprehensible to the passenger.***

#### *Justification*

*Directive 2001-00/14, Annex III, lays down strict legal time limits for the adoption of timetables. There is therefore no need to include such an obligation to provide information in this regulation.*

*However, your rapporteur is in favour of information being provided, for example, by means of posters, on passengers' rights. The Commission has produced posters concerning passengers' rights when travelling by air. These are now displayed at airports. Your rapporteur considers*

*that similar information should be displayed at stations and on platforms ... rapporteur finds it far more useful to inform passengers about their rights and obligations under this .... [Parts missing - translator's note]*

Amendment 110  
Article 38, paragraph 1, subparagraph 1

1. Each Member State shall designate ***a body responsible for the enforcement of this Regulation. Where appropriate, this body shall take the measures necessary to ensure that the rights of passengers are respected.***

1. ***For each of Articles 3 to 37 of this Regulation***, each Member State shall designate:

***(a) a body responsible for its enforcement,***  
***or***

***(b) a body which mediates disputes concerning its application and which satisfies the principles set out in Commission Recommendation 2001/310/EC of 4 April 2001 on the principles for out-of-court bodies involved in the consensual resolution of consumer disputes<sup>1</sup>.***

***Where appropriate, these bodies shall take the necessary measures to ensure that the rights of passengers are respected. To this end, railway undertakings shall make contact details of the relevant Member State's designated enforcement body widely known to passengers.***

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<sup>1</sup> ***OJ L 109, 19.4.2001, p. 56.***

*Justification*

*No assessment has been made of the costs of setting up and administering an enforcement regime. Mediation may be a more cost-effective solution to many complaints.*

*Enforcement should be optional where a mediation process satisfying criteria of competence and independence (as set out in Commission Recommendation 2001-00/310/EC) exists.*

*Concerning the obligation on railway undertakings to make contact details of the enforcement/mediation body known to passengers, this provision mirrors Article 34(1), ensuring that passengers are aware of how to contact the enforcement agency as well as the complaint handling service, in order that they may exercise their rights under Article 38(2).*

Amendment 111  
Article 38, paragraph 2 a (new)

***2a. Railway undertakings and station managers shall ensure that passengers are informed in an appropriate manner, at the station and on the train, how they can contact this body.***

*Justification*

*By means of this provision your rapporteur seeks to guarantee that passengers are enabled to register complaints.*

Amendment 112  
Article 38, paragraph 2 b (new)

***2b. The body designated pursuant to paragraph 1 shall regularly publish the number and categories of complaints received from passengers.***

*Justification*

*By means of this amendment, your rapporteur aims to contribute to transparency and encourage railway undertakings to improve the service they provide.*

Amendment 113  
Article 45, paragraph 1

This Regulation shall enter into force **20 days** after the date of its publication in the *Official Journal of the European Union*.

This Regulation shall enter into force **one year** after the date of its publication in the *Official Journal of the European Union*.

*Justification*

*As this legislation will be directly applicable in the Member States and will impose many obligations on those concerned, it is desirable to give them more time to adjust to these new rules. In addition, your rapporteur notes that the recently adopted regulation on denied boarding in air travel is likewise only to enter into force after one year.*

Amendment 114  
Annex I, title 1, indent 5

Accessibility and access conditions for bikes;

Accessibility and access conditions for bikes **and other vehicles**;

*Justification*

*Most information must be provided before the journey, because after the journey passengers will proceed to their destination as quickly as possible, particularly after experiencing a delay, when they may therefore have complaints to make. For passengers, all information about intermodal options upon arrival will be a plus, which will encourage passengers to travel by train.*

Amendment 115  
Annex I, title 1, indents 8 a and 8 b(new)

**Information about intermodal options (bus, tram, underground train, light rail, bicycle hire, etc.) upon arrival;**

**Information about procedures and contact details for the submission of complaints and for use in the event of loss of luggage;**

*Justification*

*Most information must be provided before the journey, because after the journey passengers will proceed to their destination as quickly as possible, particularly after experiencing a delay, when they may therefore have complaints to make. For passengers, all information about intermodal options upon arrival will be a plus, which will encourage passengers to travel by train.*

Amendment 116  
Annex I, title 3, indent 2

Procedures for submission of complaints

Procedures **and contact details** for submission of complaints

*Justification*

*Most information must be provided before the journey, because after the journey passengers will proceed to their destination as quickly as possible, particularly after experiencing a delay, when they may therefore have complaints to make. For passengers, all information about intermodal options upon arrival will be a plus, which will encourage passengers to travel by train.*

Amendment 117  
Annex I, title 3, indent 2 a (new)

**At the minimum, this information shall be**

***provided in the languages of the Member States where the service is provided.***

Amendment 118  
Annex II, indent 3 a (new)

***Indication whether, and until when, a refund is possible;***

*Justification*

*As special-rate fares are available for many categories of passenger, problems regularly arise when passengers apply for a refund of the price of a reduced-fare ticket which they have not used, as there are significant differences between full-fare and reduced-fare tickets and also depending on the way in which the ticket was booked.*

Amendment 119  
Annex II, indent 4 a (new)

***Criteria such as comfort, high speed, etc., on account of which surcharges make the ticket or the services on offer more expensive than conventional services.***

*Justification*

*If passengers are required to pay surcharges, they should be informed of the criteria, so that they can apply for a reimbursement of the surcharge if the services actually provided do not meet these criteria (see amendment to Article 15(1) by Michael Cramer).*

Amendment 120  
Annex III

***This annex is deleted.***

*Justification*

*The compensation which the Commission proposes in the event of delays is not proportionate to that provided for by the recently adopted regulation concerning air travel (Regulation (EC) No 261/2004).*

*The distinction between ordinary services and high-speed services is not very practical. Your rapporteur does not see the value of this distinction, particularly as compensation is expressed*

*as a percentage of the value of the ticket and will therefore in any case be higher in the case of high-speed services. The duration of the service is not a relevant criterion, either. Your rapporteur would prefer to provide for a simplified compensation system in the relevant article.*

Amendment 121  
Annex IV

***This annex is deleted.***

*Justification*

*In conjunction with the proposed deletion of Article 33, the annex lapses.*

## **EXPLANATORY STATEMENT**

### **The Commission proposal**

The Commission notes that the market share of international rail services has declined, particularly because of competition from budget airlines. In view, inter alia, of complaints from passengers, the Commission considers it necessary to improve the quality of rail services by means of a regulation which gives passengers rights. In some respects, these go further than what has been agreed within the Intergovernmental Organisation for International Carriage by Rail (OTIF)<sup>1</sup>.

The proposal includes rules on the availability of information, the conclusion of transport contracts, the liability of railway undertakings, compensation to passengers, compensation for delays, the transportation of people with reduced mobility, the quality of transport services and dealing with complaints.

In 2002, European railway undertakings themselves signed a charter containing quality standards for rail passenger services. As this constitutes a voluntary agreement and does not give rise to enforceable rights, the Commission felt it necessary to legislate in spite of this.

### **Responses to the Commission proposal**

Consumers' organisations have welcomed this proposal and in some respects have called for it to go even further, for example by protecting and helping specific categories of person (the elderly and the disabled) even better.

The railway undertakings on the other hand are strongly opposed to the regulation. They point to their own efforts (including the above-mentioned charter) and argue that competition amongst themselves and with other modes of transport already provides a sufficient incentive for service-providers to improve services. They also draw attention to the considerable diversity of international rail services. This calls for made-to-measure responses rather than a uniform European minimum level of service.

The Council does not seem to assign very high priority to this proposal. Whereas considerable progress has already been made with the directive on the certification of train drivers, this regulation has not yet been discussed.

### **The rapporteur's position**

In principle, your rapporteur is in favour of a regulation governing the rights of rail passengers. However, he considers that we should take account of what already exists internationally. We must not without good reason tinker with international agreements which are already satisfactory. The overall system must be workable, and above all must benefit passengers.

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<sup>1</sup> CIV Appendix to the Convention concerning International Carriage by Rail (COTIF) (Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail).



Passengers' rights must give passengers confidence that in the event of problems they will be able to resort to certain procedures and invoke certain minimum rights. But we as a legislature must not take over the role of the railway undertakings' marketing managers. We must confine ourselves to what is necessary and give the undertakings the chance, over and above this minimum, to excel one another in quality or additional contractual guarantees.

The adoption of legislation which lays down the rights and obligations of passengers throughout the European Union is no simple matter. The Commission proposal is evidence of this. In some respects the proposal goes a very long way, and the text is often very detailed and contains a number of provisions which are not workable in practice. The scope of the regulation is such that passengers sitting next to each other on the same train may be governed by different rules because one of them is undertaking an international journey and the other is not.

Your rapporteur therefore proposes a series of amendments with the aim of extending the scope of the regulation, simplifying some provisions, making the structure clearer and rendering the substantive provisions more practicable.

### **Scope: the rights of domestic passengers should also be safeguarded**

The proposal only gives *international* rail passengers rights, with the proviso that all passengers who are undertaking international *journeys* are covered by the regulation, even if they are using a domestic service at the beginning or end of a journey. For example, a passenger travelling from Brussels to Liverpool is covered by the rules laid down in the regulation not only while he is on Eurostar but also when, as part of the same journey, he travels on a domestic service from London to Liverpool.

Your rapporteur considers the scope proposed by the Commission to be confusing. Passengers travelling on the same train would fall under different rules depending on whether they were undertaking a domestic or an international journey. Your rapporteur wishes to eliminate this inequality of rights and uncertainty and proposes extending the scope to all train journeys. European aviation legislation does not, after all, distinguish between domestic and international flights when it comes to the protection of passengers' rights and liability in the event of accidents. There is no reason to adopt a different approach to rail transport.

### **The relationship between the regulation and international agreements**

Detailed pan-European agreements on passenger transport by rail have existed since 1980. They are laid down in an appendix to the COTIF Convention. 42 countries, including all the EU Member States except Estonia, are parties to the Convention. The appendix to COTIF (the CIV appendix) regulates in detail a number of rights and obligations of passengers.

Many of the matters covered by the regulation are also regulated in the CIV appendix. Rather than referring to the CIV, the Commission has repeated the work of the Intergovernmental Organisation for International Carriage by Rail (OTIF) and drafted a new text which is loosely based on the internationally established principles and terminology. The result of this is two instruments which are very similar but whose formulations, structure and, in places, substance

differ. This will result in confusion for those who are required to comply both with the CIV appendix and with the regulation.

Your rapporteur considers that, where possible, the regulation should adhere to the provisions of the CIV. In many cases, a reference to the relevant CIV articles would be sufficient. This is true, for example, of the rules on liability and compensation for loss of or damage to luggage. On this the CIV is far clearer, and it contains rules not only for luggage and hand luggage but also for animals accompanying passengers and for vehicles (e.g. on car trains). Only in those cases where the CIV really is inadequate are supplementary provisions desirable. For example, your rapporteur proposes that in the event of damage to or loss of a wheelchair or other medical equipment the maximum compensation should be different from that provided for in the CIV.

### **The structure of the proposal**

The structure of the regulation is not always logical. For instance, the provisions concerning liability for death and injury appear in a different chapter to those concerning compensation for death and injury. Your rapporteur has tried to make the text clearer and more logical by regrouping a number of articles or amalgamating them. He has also tried to simplify a number of formulations and definitions.

### **Making the proposal workable**

Your rapporteur considers that a minimum level of rights should be guaranteed, but that not everything need be regulated in detail. Entrepreneurs must be able to make commercial decisions and must be encouraged to come up with inventive solutions themselves with the aim of making rail transport more attractive to passengers.

Moreover, over-regulation can increase costs, which the service-provider will then have to pass on to travellers, making rail transport more expensive, so that it will lose more ground to the car and other modes of transport. As a result, these well-intended measures would fail to achieve their aim.

Your rapporteur notes that, in a number of respects, the implementation of the Commission proposal would result in heavy administrative burdens, which are disproportionate to what a traveller could reasonably expect of a railway undertaking. This applies, for example, to the compensation system. The table in Annex III provides for compensation depending on the type of train (high-speed or other) and the duration of the journey.

In your rapporteur's eyes, only one criterion is relevant: the length of the delay. Only that criterion should play a part in determining compensation. Your rapporteur also advocates that the minimum threshold be raised. Compulsory compensation is desirable only if a delay exceeds one hour (rather than 30 minutes, as the Commission proposes). Naturally, railway undertakings may lower this threshold, but that would then be a commercial decision to be taken by the undertakings themselves.

Your rapporteur proposes replacing the provision concerning consequential damages with a more realistic formulation which was incorporated in the recently adopted regulation on denied

boarding in air travel. According to that provision, it remains possible to claim additional compensation for a delay on the basis of domestic legislation.

In a number of respects the proposal is too detailed and we lose sight of what is essential. A look at the definition of 'delay' makes this clear. Your rapporteur therefore seeks to simplify certain points or, if necessary, to delete them.

### **Additional proposals**

Your rapporteur proposes deleting the requirement for railway undertakings themselves to define service quality standards and instead to establish independent complaints commissions for railway passengers. Passengers can apply to them if railway undertakings violate passengers' rights as defined in the regulation and then fail to act on the customer's complaint.

As indicated above, your rapporteur proposes to make compensation compulsory only in the case of delays which exceed one hour. On the other hand, he advocates a compensation system for season-ticket-holders who encounter recurrent shorter delays within a particular period. Such provisions already exist in a number of Member States, including the UK.

## PROCEDURE

<b>Title</b>	Proposal for a regulation of the European Parliament and of the Council on International Rail Passengers' Rights and Obligations
<b>References</b>	COM(2004)0143 – C6-0003/2004 – 2004/0049(COD)
<b>Legal basis</b>	Articles 251(2) and 71(1) EC
<b>Basis in Rules of Procedure</b>	Rule 51
<b>Date submitted to Parliament</b>	4.3.2004
<b>Committee responsible</b> Date announced in plenary	TRAN 15.9.2004
<b>Committee(s) asked for opinion(s)</b> Date announced in plenary	IMCO 15.9.2004
<b>Not delivering opinion(s)</b> Date of decision	IMCO 31.8.2004
<b>Enhanced cooperation</b> Date announced in plenary	
<b>Rapporteur(s)</b> Date appointed	Dirk Sterckx 1.9.2004
<b>Previous rapporteur(s)</b>	
<b>Simplified procedure</b> Date of decision	
<b>Legal basis disputed</b> Date of JURI opinion	
<b>Financial endowment amended</b> Date of BUDG opinion	
<b>European Economic and Social Committee consulted</b> Date of decision in plenary	
<b>Committee of the Regions consulted</b> Date of decision in plenary	
<b>Discussed in committee</b>	6.10.2004    23.11.2004
<b>Date adopted</b>	19.4.2005
<b>Result of final vote</b>	for:                            39 against:                        3 abstentions:                    1
<b>Members present for the final vote</b>	Margrete Auken, Inés Ayala Sender, Etelka Barsi-Pataky, Philip Bradbourn, Sylwester Chruszcz, Paolo Costa, Michael Cramer, Christine De Veyrac, Armando Dionisi, Petr Duchoň, Saïd El Khadraoui, Robert Evans, Luis de Grandes Pascual, Mathieu Grosch, Ewa Hedkvist Petersen, Jeanine Hennis-Plasschaert, Stanisław Jałowiecki, Georg Jarzembowski, Dieter-Lebrecht Koch, Jaromír Kohlíček, Jörg Leichtfried, Bogusław Liberadzki, Evelin Lichtenberger, Erik Meijer, Janusz Onyszkiewicz, Josu Ortuondo Larrea, Willi Piecyk, Luís Queiró, Reinhard Rack, Luca Romagnoli, Gilles Savary, Ingo Schmitt, Dirk Sterckx, Ulrich Stockmann, Gary Titley, Marta Vincenzi, Corien Wortmann-Kool, Roberts Zīle
<b>Substitutes present for the final vote</b>	Fausto Correia, Den Dover, Willem Schuth

<b>Substitutes under Rule 178(2) present for the final vote</b>	Herbert Reul, Eoin Ryan	
<b>Date tabled – A5</b>	28.4.2005	A6-0123/2005
<b>Comments</b>		