

The Consumer Voice in Europe

PROTECTING PASSENGERS USING MULTIMODAL TRANSPORT

BEUC's position on the proposed Regulation on passenger rights
in the context of multimodal journeys



Contact: Steven Berger – consumerrights@beuc.eu

BUREAU EUROPEEN DES UNIONS DE CONSOMMATEURS AISBL | DER EUROPÄISCHE VERBRAUCHERVERBAND
Rue d'Arlon 80, B-1040 Brussels • Tel. +32 (0)2 743 15 90 • www.twitter.com/beuc • www.beuc.eu
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Why it matters to consumers

Passengers need and expect a wide choice of flexible transport services when travelling. Moreover, passengers increasingly prefer environmentally friendly alternatives and look for multimodal journey options which include different modes of transport (e.g. Air-Rail, Rail-Bus). The European Commission estimates that, in 2019, 91 million consumers travelled using different transport modes for a journey¹. Despite their willingness to travel as sustainably as possible, consumers do not want, and should not be required, to compromise on their protection against disrupted journeys. However, when consumers currently combine different transport modes, they are not protected by harmonised rights for the whole journey. Instead, passengers depend completely on operators' terms and conditions. This leaves consumers in the dark about key safeguards such as knowing which operator should provide information and re-routing options in case of disruption.

Summary

Overall, **BEUC is disappointed with the European Commission's November 2023 proposal for a Regulation on passenger rights in the context of multimodal journeys, as it would not effectively empower and protect consumers in all circumstances when combining transport modes.**

BEUC [fully agrees](#) with the problem identified by the European Commission². Passengers are not protected by existing EU passenger rights rules when switching between different transport modes. However, the proposal for a Regulation on passenger rights in the context of multimodal journeys³ falls short. While it provides for some interesting provisions for a 'single multimodal contract' (Category A)⁴, it would not ensure basic multimodal passenger rights in all types of multimodal contracts. This would leave consumers widely unprotected especially when using a 'combined multimodal ticket' (Category B)⁵ which is, by far, the most common type of multimodal ticket on the market⁶.

¹ See page 2 of Explanatory Memorandum of the Proposal

² See BEUC [position paper](#), PASSENGER RIGHTS 2.0: TOWARDS BETTER CONSUMER PROTECTION AND A MORE RESILIENT TRAVEL SECTOR Accompanying paper to BEUC's response to the European Commission's public consultation on the Better Protection of Passengers and their Rights Initiative.

³ Proposal for a Regulation of the European Parliament and of the Council on passenger rights in the context of multimodal journeys [COM(2023) 752].

⁴ Article 3(7) 'single multimodal contract' means a transport contract for a multimodal journey containing successive transport services operated by one or more carriers (Category A)

⁵ Article 3(8): 'combined multimodal ticket' (Category B) means a ticket or tickets for a multimodal journey representing separate transport contracts which are combined by a carrier or intermediary on its own initiative, and which are purchased by means of a single payment by the passenger.

⁶ See Exploratory Study on passenger rights in the multimodal context Final report June 2019 Study contract No. MOVE/B5/SER/ 2016-77/SI2.760997. The Explanatory memorandum also states that only 'a limited number of carriers also offer multimodal journeys under a single contract of carriage ('category A' ticket)', confirming this statement.

To promote a shift towards more multimodal journeys, basic passenger rights (information, care and assistance, re-routing) must be established by EU law for all types of combined journeys and for all types of multimodal travel contracts.

1. BEUC supports :

- For 'single multimodal contracts':
 - The **introduction of core passenger rights** in case of travel disruption, as per any passenger rights Regulation (refund, re-routing, and care and assistance) – (Articles 7 and 9).
 - The **clarification that the contracting carrier is responsible** for making the necessary arrangements in case of travel disruption and that the re-routing, if chosen, is to be under comparable circumstances and at no cost to consumers - (Article 7(2)).
 - The **introduction of a reimbursement procedure** for "single multimodal contracts" when booked via an intermediary (14 days.) – (Article 8).
 - The **obligation for carriers offering 'single multimodal contracts' to provide other carriers and intermediaries selling their contracts access to travel information** (such as minimum connecting time) and live information on delays, disruptions, safety issues and main connecting transport services – Article 5(2) and 5(5).
 - The **requirements for carriers offering 'single multimodal contracts' to distribute this information** on a non-discriminatory manner and without undue delay against a "fair, reasonable and proportionate financial compensation" - (Article 6(2)).

- The introduction of information obligations for carriers and intermediaries offering multimodal contracts:
 - **Enhanced transparency:** Carriers and intermediaries offering multimodal contracts would have to inform consumers about the type of tickets sold, prior to the purchase and the associated rights - (Article 5(1)).
 - At pre-purchase stage, **carriers and intermediaries** selling multimodal contracts in the name of other carriers **would have to give to consumers:** information about the general conditions of sale of the tickets, time schedules for the fastest trip, available fares (highlighting the lowest fares), disruptions and delays (live), and procedures to submit complaints – (Article 5(4)).
 - If the 'single multimodal contract' is purchased via an intermediary and not via the carrier, the **intermediary shall provide the carrier with passengers' details** under strict compliance with the General Data Protection Regulation (GDPR), to allow it to comply with the Regulation.

- On enforcement and redress:
 - The obligation for carriers and intermediaries to establish **a complaint handling mechanism** and to make their contact details known to passengers – (Article 18).
 - The **obligation for Member States to designate "Multimodal National Enforcement Bodies"** – (Article 20) which will be granted specific investigative powers – (Articles 22 & 23).

2. To be improved:

The **definition of 'Separate Multimodal Contracts'** (Article 3(9)) **should be amended** to ensure that it reflects situations where passengers buy separate tickets, combined on their own initiative and, using separate payments. The current definition can be confused with the one on 'Combined Multimodal tickets' and could create loopholes that would be detrimental to consumers.

- BEUC welcomes the introduction of "care and assistance" obligations for 'single multimodal contracts'. However, **BEUC considers that the wording needs to be amended as it gives leeway for carriers to escape their care and assistance obligations towards consumers**. BEUC recommends the alignment of Article 9(1)(a) and Article 9(1)(b) with other EU passenger rights Regulations (e.g. establishment of a timeframe for care and assistance).
- BEUC welcomes the obligation for carriers and intermediaries when selling tickets to inform consumers about their rights and of the competent national enforcement body, via paper or electronically. However, **the obligations to inform consumers in case of cancellation are insufficient**, as intermediaries and carriers would merely have to indicate where this information was available (website, etc.). Instead, **traders must be required to inform consumers proactively** in such situations.
- BEUC supports the proposed requirement that carriers offering 'single multimodal contracts' or 'combined multimodal tickets' **shall provide the passenger with real-time information about disruptions and delays**, the main connecting transport services, security and safety issues occurring on board the transport service and at terminals. Such information would have to be given in the most appropriate format including by electronic means, where technically feasible - (Article 5(6) & (7)). Intermediaries selling 'combined multimodal tickets' would be obliged "where possible" to provide the same information (Article 5(5)). However, **the current proposal's general exemption for SMEs from the obligation to provide real-time information should be abandoned** (Article 5(9)), as, *de facto*, it excludes a large majority of operators in certain sectors (such as buses and intermediaries)⁷. Instead, the proposal should include a timeframe for SMEs to comply with the real-time information obligation. Furthermore, provisions in the proposal that in practice would allow carriers and intermediaries to escape the live information obligations (such as "where technically feasible") should be withdrawn.
- BEUC welcomes the proposed rules to define the competencies of the multimodal NEBs to deal with consumer complaints, depending on the type of multimodal contracts (Article 21). However, the current proposed rules would be too complex and burdensome for consumers, and risk discouraging consumers from contacting their authorities to exercise their rights. BEUC recommends that **in the event of a complaint consumers should only have to contact the authority of their place of residence. It should then be up to the multimodal authority to transfer the file to the competent enforcement body in another Member State (the "single point of contact" principle)**. Finally, the Commission must also be granted powers to request NEBs to investigate specific practices and to report back within a strict (4 month) timeframe - (Article 24).

⁷ See point 6.1.6 Impacts on SMEs of the Impact Assessment, where it specified that real time obligation, will "only concerns a few numbers of carriers (29 carriers in total, of which 2 air carriers, 26 bus and coach operators and 1 waterborne transport operator)", limiting greatly the effectivity of such important provision for travellers.

- **The current proposed rules for refunds of multimodal tickets bought via intermediaries are limited in scope** as they only tackle 'single multimodal contracts'. The proposal does not include any provisions regarding other types of tickets or cases of consumers cancelling journeys themselves. The proposal must include clear rules on refund procedures through intermediaries for all types of multimodal contracts (e.g. setting deadlines for refunds). This would ensure the Regulation is consistent and avoid confusion for passengers – (Article 8).
- **BEUC welcomes the proposed obligation for carriers to establish and monitor "service quality standards"** – (Article 17). However, BEUC disagrees with the proposal that carriers should self-assess their compliance with these standards. Compliance should instead be assessed by either the competent national enforcement body or independent "watchdogs".

3. Missing provisions – basic rights for users of 'combined multimodal tickets':

- **Core passenger rights for 'combined multimodal tickets':** The provisions proposed for 'combined multimodal journeys' would not protect consumers when combining transport modes. The proposal to introduce a simple pre-contractual obligation to provide information to consumers about the type of ticket they have bought is not the right solution. In practice, it would give ticket vendors and carriers an easy way to escape any responsibility towards consumers with a simple "disclaimer", leaving them largely unprotected in case of travel disruption during a combined multimodal journey. Clear basic passengers' rights for combined multimodal tickets should be defined by the Regulation, namely: information, care and assistance, re-routing - (Articles 10(1), 10(2) and 10(3)).
- **Liability for failure to inform consumers of the absence of passenger rights for 'Separate Multimodal contracts'.** The current proposal does not include any such rules. However, a lack of passenger rights in case of travel disruption can have severe consequences (no right to be rerouted, for example). It is therefore essential to establish liabilities for failure to inform consumers. Carriers and intermediaries selling 'separate multimodal tickets' should be liable to refund the amount the tickets paid, and to pay compensation (75% of the ticket price) if the passenger misses one or more connections.
- **Access to redress for passengers:** BEUC welcomes the proposal to create an EU-wide, standardised reimbursement and compensation form, as it would make it easier for individual consumers to seek redress. However, to make sure this procedure works well in practice, BEUC recommends that operators must be legally obliged to give the standardised form to consumers if travel disruption occurs, together with a functional email address for sending back the form, and a free-of-charge phone line. This would ensure that consumers were informed quickly and could exercise their rights easily.

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1. Introduction

In the aftermath of the COVID-19 crisis, the European Commission announced in its Sustainable and Smart Mobility Strategy⁸ its intention to review the EU passenger rights framework, to learn the lessons from the crisis, and to ensure that consumers would be able to easily enforce their passenger rights.

The Commission also announced its intention to "examine the options and benefits of a simplified, more coherent and harmonised multimodal framework for passenger rights"⁹ and the need, "to ensure that there is an adequate framework of rules for the protection of passengers who suffer [multimodal] disruption". BEUC welcomed these various strong commitments¹⁰.

The Commission followed up by conducting an impact assessment on the "Better Protection of Passengers and their Rights"¹¹ and then by making three legislative proposals in the November 2023 "**Passenger Mobility Package**"¹²:

- **Proposal for a Regulation on passenger rights in the context of multimodal journeys**¹³,
- Proposal for a Regulation as regards enforcement of passenger rights in the Union¹⁴, and
- Proposal for a Directive amending Directive (EU) 2015/2302 (so-called PTD) to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive.

Unfortunately, despite the ambitious announcements, the proposal for a Regulation on passenger rights in the context of multimodal journeys¹⁵ can only be considered as **unambitious** and **insufficient to significantly benefit consumers or ensure that multimodal passengers are fully protected by core passenger rights for all types of multimodal contracts**.

Such protection is essential given that in 2019 **1 in 4 consumers travelling using different transport modes experienced an issue during their journey**, according to the Impact Assessment of the Proposal¹⁶.

⁸ See COMMUNICATION FROM THE COMMISSION TO THE EUROPEAN PARLIAMENT, THE COUNCIL, THE EUROPEAN ECONOMIC AND SOCIAL COMMITTEE AND THE COMMITTEE OF THE REGIONS - Sustainable and Smart Mobility Strategy – putting European transport on track for the future - {SWD(2020) 331 final}

⁹ idem

¹⁰ PASSENGER RIGHTS 2.0: TOWARDS BETTER CONSUMER PROTECTION AND A MORE RESILIENT TRAVEL SECTOR

Accompanying paper to BEUC's response to the European Commission's public consultation on the Better Protection of Passengers and their Rights Initiative, available here.

¹¹ See Call for evidence for an impact assessment - Ares(2021)7881104.

¹² See European Commission [communication](#): Improved rights and better information for travellers. The package is also composed Commission Recommendation of 29.11.2023 on means to address the impact of automation and digitalisation on the transport workforce [C(2023) 8067] and a Communication from the Commission: Creation of a common European mobility data space [COM(2023) 751]. These are not considered in this position paper.

¹³ Proposal for a Regulation of the European Parliament and of the Council on passenger rights in the context of multimodal journeys [COM(2023) 752].

¹⁴ Proposal for a Regulation of the European Parliament and of the Council amending Regulations (EC) No 261/2004, (EC) No 1107/2006, (EU) No 1177/2010, (EU) No 181/2011 and (EU) 2021/782 as regards enforcement of passenger rights in the Union [COM(2023) 753]

¹⁵ Multimodal passenger rights: Proposal for a Regulation of the European Parliament and of the Council on passenger rights in the context of multimodal journeys.

¹⁶ See 2.1.2, COMMISSION STAFF WORKING DOCUMENT IMPACT ASSESSMENT REPORT Accompanying the documents Proposal for a Regulation of the European Parliament and of the Council amending Regulations (EC) No 261/2004, (EC) No 1107/2006, (EU) No 1177/2010, (EU) No 181/2011 and (EU) 2021/782 as regards enforcement of passenger rights in the Union Proposal for a Regulation of the European Parliament and of the Council on passenger rights in the context of multimodal journeys

2. Positive points

BEUC **supports** the following elements of the European Commission proposal, which aims to create a basic set of passenger rights for 'single multimodal contracts', to enhance transparency and to provide better pre-purchase and live information to consumers.

What are 'single multimodal contracts'?

Article 3(7): 'single multimodal contract' means a transport contract for a multimodal journey containing successive transport services operated by one or more carriers (Category A).

2.1. Introduction of core passenger rights for 'single multimodal contracts'

2.1.1. The proposal

The proposal **introduces a set of basic rights in case of travel disruptions during journeys using 'single multimodal contracts'** – Article 7.

When a consumer experiences a missed connection, or when it is reasonably expected to occur due to a delay or a cancellation of the transport services of the multimodal contract, the proposal would require the contracting carrier to immediately offer passengers **the choice between re-routing or reimbursement of the full ticket, as required by other existing EU passenger rights Regulations.**

The proposal clarifies that in case of **re-routing, it must be made under comparable transport** conditions, and **at no cost** for the consumer, including if alternative modes (higher cost modes) are used.

The proposal would require **refunds to be paid within 14 days, in money, or if consumers expressly agreed to accept them, vouchers or the provision of other services.** Such refunds could not be reduced by any financial transaction costs such as fees, phone costs or stamps - Article 7(4).

The proposal would **require the contracting carrier to make the necessary arrangements** to fulfil its obligations towards consumers – Article 7(1).

The proposal (Article 9) also provides for provision of **care and assistance for 'single multimodal contracts' in case of travel disruption, which is welcomed.**

2.1.2. BEUC position

BEUC applauds the proposal to introduce a set of basic passenger rights for 'single multimodal contracts' as it will reinforce consumers' confidence in multimodal travel products and ensure a minimum level of passenger protection if something goes wrong during their journey.

However, BEUC recommends **complementing the proposed multimodal passenger rights** to ensure that **all core passenger rights, as defined by the Commission¹⁷, are guaranteed for consumers,** also when combining different modes of transport.

¹⁷ See [here](#) to consult the list of the 10 core passenger rights developed by the European Commission, last consulted on 09 February 2024.

Care and Assistance: Despite welcoming the introduction of care and assistance obligations for carriers toward consumers in case of travel disruption for 'single multimodal contracts' (Article 9), **the current wording leaves too much leeway for carriers to escape their care and assistance** obligations towards consumers and should be revised.

Compensation in case of long delays and late cancellation: it is essential that **compensation** is established in the case of "single multimodal contracts" in the event of long delays or late cancellation. This is an integral part of all other EU passenger rights Regulations. Multimodal transport should not be an exception. It would also incentivise carriers to comply with the rules defined in the Regulation. Such compensation could be a lump sum compensation or be based on the ticket price.

Introduce basic rights for 'combined multimodal tickets'. To develop consumer confidence in all multimodal travel products ("single multimodal contracts", but also "combined multimodal tickets"), it is important that this **set of basic rights for multimodal passengers is also present in "combined multimodal contracts" which is the most common multimodal product**. (See section 4: for our detailed proposals – "What is missing?").

BEUC recommendations

Amend Articles 7 and 9 of the proposed Regulation to ensure that:

- Care and assistance provisions provide for effective consumer protection,
- Compensation is available, in the case of long delays and late cancellation, for 'single multimodal contracts', as in all EU passenger rights Regulations.

Amend Article 10 of the proposed Regulation to ensure that:

- A set of basic passenger rights is established for 'combined multimodal tickets' to enhance consumer trust in multimodal journeys and ensure their protection if something goes wrong (re-routing and care and assistance).

2.2. Pre-purchase information and transparency requirements

2.2.1. The proposal

Pre-purchase & multimodal journey information

The proposal aims to provide transparency for consumers at the pre-contractual stage about the type of multimodal contracts they are about to conclude.

Carriers and intermediaries would therefore be obliged to inform consumers at the precontractual stage if the multimodal contract was a 'single multimodal contract', a 'combined' or a 'separate multimodal ticket'. The proposal would also oblige carriers to provide information to passengers about the associated rights – Article 5(1).

Idem, carriers and intermediaries selling transport services in the context of multimodal journeys (separate multimodal contracts) would be obliged to inform passengers prior to the multimodal journey about essential information: the

general conditions applicable to the contract, disruption before and during the journey, the time schedules and conditions for the fastest trip, the cheapest option and the complaint procedure – (Article 5(4)).

At pre-contractual stage, carriers and intermediaries selling a transport contract for a multimodal journey would also be obliged to inform consumers via a 'general guidance' of the minimum connecting times between the different transport services – (Article 5(2)).

Real time information obligations

Article 5(5) also provides that carriers offering single multimodal contracts and combined multimodal contracts and, "where possible, intermediaries" offering combined multimodal tickets, **would have to provide consumers with real-time information** about delays and disruptions, the main connecting transport services, security and safety issues occurring on board the transport services and at terminals.

The proposed Regulation would establish that all pre-contractual and live information defined in article 5, would have to be provided in the most appropriate format, including "by using appropriate communication technologies" and by "electronic means, where technically feasible" – Article 5(6) & (7).

To ensure that consumers received information regarding 'single multimodal contracts' bought via an intermediary, the latter would be obliged to share consumer information (contact and booking details) with the carrier, so they could comply with the Regulation. This under strict compliance with GDPR requirements – Article 5(8).

SMEs would be exempted from the obligation to provide real time information – Article 5(9).

Access to travel information for carriers and intermediaries

To fulfil information obligations defined under the proposed Regulation, Article 6 provides that carriers offering 'single multimodal contracts' would have to not only provide carriers and intermediaries access to live information (Article 5(5)) but also pre-contractual information on the connecting time guidance (Article 5(2)).

Such information would have to be given by the carrier for 'single multimodal contracts', without undue delay and access would have to be granted to such information in a non-discriminatory manner. A one-off request would be deemed sufficient to have continuous access to the relevant information. Carriers could require the establishment of a contract with intermediaries, and financial compensation that would have to be "fair, reasonable and proportionate" for the cost incurred in providing the access. The terms and conditions of the contract would not unnecessarily restrict possibilities for its reuse – Article 6(2). Information would have to be given by appropriate means such as application programming interfaces (APIs) – Article 6(3).

2.2.2. BEUC position

BEUC supports the introduction of clear rules requiring information to be given to consumers at the pre-contractual stage and during the multimodal journey.

Currently, information about multimodal journeys is not available in full, which leads to consumer frustration if something goes wrong, and is likely to discourage people to opt for multimodal transport.

Encouraging multimodal transport depends on consumer trust and convenience. This trust can only be achieved with **complete information** and **legal certainty as regards passenger rights**.

BEUC also **welcomes the proposed new rules on access to travel information for carriers and intermediaries in case of a single multimodal contract**. This would allow consumers to be informed about general guidelines on minimum connecting times, general conditions applicable to the contract, the different time schedules and conditions for all available fares, disruptions and delays, both planned and real time.

However, **BEUC regrets that intermediaries offering 'combined multimodal tickets' would only be obliged to provide "where possible"**, information to passengers during multimodal journeys about disruptions and delays, the main connecting transport services, and security issues included in Article 5(5). Such information is crucial for consumers and intermediaries should be obliged to provide it when they sell multimodal contracts. The wording "where possible" should therefore be deleted. On the contrary, data sharing rules should be established to ensure that intermediaries are able to provide such information to consumers.

In addition, BEUC welcomes that information would have to be provided also by electronic means to consumers. However, the current wording specifies that such information would only have to be provided "where technically feasible". Such wording would allow intermediaries to circumvent this information obligation.

BEUC urges the European Parliament and EU Council of Ministers to remove this wording and to clarify that **information must be provided electronically as soon as consumers' contact details are available** to carriers and/or intermediaries.

Lastly, **BEUC is opposed to a general exemption for SMEs to provide real time information – Article 5(9)**.

While the Commission recognises that this information is important for consumers so that consumers have the confidence to use multimodal travel products, the exemptions for SMEs granted under the current wording of the proposal would in practice exempt most intermediaries from providing this information.

Indeed, as recognised under the Impact Assessment of the Proposal, "*A significant part of carriers and intermediaries are SMEs*"¹⁸. It is also indicated that '*Around 85% (3,211 out of 3,778) of bus and coach carriers and 99% (518 out of 523) of waterborne carriers are SMEs. Regarding intermediaries, ECTAA estimates that there are 123,000 travel agents and tour operators across the EU, of which 95% (116,850) are SMEs.*

Indeed, the impact assessment even specifies that the real time information obligation, "*only concerns a few numbers of carriers (29 carriers in total, of which 2 air carriers, 26 bus and coach operators and 1 waterborne transport operator)*".

The Commission itself implicitly recognises that granting an unlimited exemption to SMEs would mean that only a very few consumers would in practice benefit from receiving real time information.

BEUC would therefore recommend EU policy makers to carefully reconsider the introduction of such exemptions and would propose to instead provide for a deadline by which SMEs must provide such information.

¹⁸ See point 6.1.6 Impacts on SMEs of the Impact Assessment.

BEUC recommendations

- BEUC supports the introduction of clear obligations on carriers and intermediaries to inform consumers both at the pre-contractual stage and in real time.
- BEUC supports the rules on access to travel information for carriers and intermediaries. However, BEUC recommends withdrawing the wording “where possible” in Article 5(5). The text should instead introduce rules to allow data sharing between carriers, intermediaries and ticket vendors.
- BEUC recommends amending Article 5(7) to ensure that information must be given electronically to consumers, if consumers’ contact details are available (e.g. SMS, email); not “where technically feasible”.
- BEUC recommends that SMEs should only be “temporarily” exempted from the obligation to provide real time information, not permanently, as the vast majority of multimodal carriers and intermediaries are SMEs. A permanent exemption for SMEs would in practice mean that very few consumers would receive real time information.

2.3. Reimbursement of ‘single multimodal contracts’ when booked via an intermediary

2.3.1. The proposal

The proposal sets out rules for reimbursement when a consumer books a ‘single multimodal contract’ via an intermediary – (Article 8).

The proposal also clarifies that passengers must be informed about the refund process at the time of booking, and in the booking confirmation, in a clear, comprehensible and easily accessible manner by the carrier and by the intermediary – Article 8(1). Such refunds made via intermediaries would have to be free of charge (Article 8(2)) and carriers would have to state if they agreed to process reimbursements via intermediaries and with which intermediaries they accept to do so – (Article 8(4)).

The proposal would establish **Business to Business (B2B) refund rules** for “merchant of record intermediaries”¹⁹, meaning the intermediaries which have paid from their bank accounts to purchase the single multimodal journey for consumers. Carriers would have 7 days to refund the intermediaries. Intermediaries would then have to refund consumers within the 7 following days (14 days in total) – Article 8(5)(a). If passengers did not receive their refund within 14 days, the carrier would be obliged to proactively contact passengers to ask for their payment details and proceed with the refund within the 14 following days - Article 8(5)(b).

¹⁹ Under the Proposal for a Regulation of the European Parliament and of the Council amending Regulations (EC) No 261/2004, (EC) No 1107/2006, (EU) No 1177/2010, (EU) No 181/2011 and (EU) 2021/782 as regards enforcement of passenger rights in the Union [COM (2023) 753], “Merchant of record intermediaries” are intermediaries that paid the air carrier from their own accounts. They are opposed to ‘pass-through’ intermediaries which only transmit the passenger’s (credit card) payment details directly to the carrier- See Recital 5.

For 'Combined Multimodal tickets', carriers and intermediaries which sold the tickets would be liable to deal with consumer complaints, the refund and the payment of the compensation only in case of failure to provide mandatory precontractual information about the nature of the multimodal contract – see Article 10(3) & (4).

2.3.2. BEUC position

BEUC welcomes the Commission's clarification of the reimbursement process for 'single multimodal contracts' in Article 8 of the proposed Regulation.

However, **the current proposal is limited in scope** as it only tackles cases of refunds of 'Single Multimodal contracts' when booking is made via intermediaries. It **does not tackle other types of multimodal tickets nor cases of consumer self-cancellation (ex: refundable or flexible tickets)**. It is essential that refund procedures through intermediaries are **clarified for all types of multimodal contracts** (deadline for refund etc.). This would make the proposal more coherent and avoid confusion for passengers.

BEUC welcomes the proposed **new transparency and information requirements for consumers about the reimbursement process** which should be given both at the time of booking and in the booking confirmation.

Nevertheless, we recommend that this information is given also in real time in case of travel disruption as soon as consumers can activate their refund rights under the passenger rights Regulations (e.g. when informed about long delays or cancellations). In addition, to increase transparency, consumers should receive refund information at the right time in order to exercise their rights. This should be provided together with the EU standardised reimbursement and compensation form which is foreseen by this proposal.

BEUC also supports the proposed B2B refund rules for "merchant of record" intermediaries as they would allow consumers to receive their money back on time and ensure strict deadlines that all actors would have to comply with.

Moreover, we welcome the proactive role that the proposed Regulation would give carriers in contacting consumers after expiry of the 14-day deadline to proceed with the reimbursement. This would prevent consumers having to chase the various actors to benefit from their refund rights.

Lastly, in theory, BEUC supports the introduction of clear obligations for carriers to "state publicly in a clear, comprehensible and easily accessible manner" if they cooperate with intermediaries for the refund and with which intermediaries they cooperate. However, in practice, it is unclear how this would materialise if the tickets were combined via an intermediary.

BEUC recommends amending Article 8(4) to clarify that this information should have to be given to consumers at the time of booking time and recalled in case of travel disruption. It should not be for the passengers to navigate carriers' websites to find out whether they accept, or not, to cooperate with intermediaries for refunds.

BEUC recommendations

- BEUC supports the provisions of Article 8 introducing reimbursement rules when booking a 'single multimodal contracts' via an intermediary.
- Article 8 to ensure that consumers are made aware of the refund procedure in real time as soon as they can exercise their refund right under the Regulation.
- Articles 8(2) and (4) must be amended to clarify that information about carriers' cooperation with intermediaries for reimbursements should be given upfront to consumers at the time of booking, in the booking confirmation and in 'real time' when a disruption occurs, together with the standardised refund and compensation form.

3. To be improved

3.1. Definitions

3.1.1. The proposal

The proposal would establish in Article 3 points (7), (8),(9), three types of multimodal contracts:

(7) 'single multimodal contract' means a transport contract for a multimodal journey containing successive transport services operated by one or more carriers.

(8) 'combined multimodal ticket' means a ticket or tickets for a multimodal journey representing separate transport contracts which are combined by a carrier or intermediary on its own initiative, and which are purchased by means of a single payment by the passenger.

(9) 'separate multimodal tickets' mean tickets for a multimodal journey representing separate transport contracts which are offered together by a carrier or intermediary, and which are purchased by means of separate payments by the passenger.

These definitions give rise to very different levels of protection and multimodal rights in the event of travel disruption.

3.1.2. BEUC position

BEUC considers that these definitions are unclear and should be amended to:

- 1) reflect the explanations of the different multimodal contracts presented in the Explanatory Memorandum²⁰ of the proposal
- 2) be as precise as possible, for consumers and all actors, to avoid litigation
- 3) avoid unclear wording allowing carriers and intermediaries to escape their obligations towards passengers.

²⁰ See Page 1 paragraph 3, table Page 9.

As drafted, the definitions do not conform to the three types of multimodal contracts presented in the Explanatory Memorandum and would be liable to cause confusion, thereby harming consumers who would not benefit from the levels of protection they should be entitled to under the Regulation.

It should be clarified notably that 'separate multimodal contracts' defined in Article 3(9) "*mean separate tickets for a multimodal journey combined at the passenger's own initiative, and which are purchased by means of separate payments by the passenger", as envisaged in the Explanatory Memorandum.*

BEUC recommendations

- Amend the definition of 'Separate Multimodal Contracts' (Article 3(9)) to ensure that it reflects situations where passengers buy separate tickets combined on their own initiative and using separate payments.
- The wording "*which are offered together by a carrier or intermediary*" must be deleted from Article 3(9).

3.2. Common form for reimbursement and compensation requests

3.2.1. The proposal

The proposal introduces a **standardised EU-wide refund and compensation form** for multimodal contracts, that passengers could use (the form is not mandatory for consumers) – Article 11.

In case consumers' requests are unclear or incomplete, **carriers and intermediaries would be required to proactively contact passengers for further information**. All carriers and intermediaries would also have to give an email address to which consumers could send the complaint form, except where other electronic means of communication (such as a webform) already exist – (Article 11(2) & (3)).

3.2.2. BEUC position

BEUC welcomes the Commission's willingness to create an EU-wide harmonised refund and compensation form for multimodal passenger transport as it would make it easier for individual consumers to seek redress – (Article 11).

However, to make sure this initiative works efficiently, BEUC recommends that **carriers and intermediaries should be obliged to communicate the standardised form in all EU languages to consumers** if travel disruption occurs. This would ensure that consumers are informed quickly about their rights and can exercise them easily.

Furthermore, to make this measure more effective, it is **fundamental that consumers have access to a functional email address for sending the form**, irrespective of whether carriers have other means of communication for requesting refunds or compensation (such as an in-house form). This is crucial because currently a lot of carriers have their own refund forms or processes that are very often unclear, difficult to find, or worse, do not work. An obligation to provide a functional email address would be a real step forward for EU passengers.

This email address should be communicated to consumers at the same time as the standardised form.

BEUC recommendations

Improve the proposed new provisions introducing the common form for reimbursement and compensation requests:

- by making it mandatory for carriers and intermediaries to provide consumers with the standardised refund and compensation form when a travel disruption occurs, also by electronic means if consumers contact details are available. Carriers and intermediaries must make the form available in all EU languages.

- by amending Article 11(3) to introduce an obligation for carriers and intermediaries to always provide a free-of-charge phone number and a valid and functional email address, irrespective of other electronic means of communication that may exist (such as webforms).

3.3. Enforcement and Redress

Lax enforcement is a recurrent issue for all passenger rights Regulations

As explained by the European Commission in the Explanatory Memorandum of the proposal for a Regulation as regards enforcement of passenger rights in the Union²¹, *“first and foremost, shortcomings in the implementation and enforcement of passenger rights prevent passengers of all modes of transport from enjoying their rights fully”*²².

The Commission even acknowledged that lax enforcement *“[...] has been recurring since the adoption of the various passenger rights Regulations [...]”* and was *“[...] already identified in reports and studies of the Commission”*.

Reviewing all passenger rights Regulations to ensure better access to redress for consumers and better enforcement by authorities is therefore both essential and desirable.

As regards multimodal travel, where no binding framework is currently existing, consumers are widely harmed by the absence of rules, as we demonstrated in our previous paper²³.

The Commission also provides striking data in its impact assessment, highlighting **that one in four consumers travelling on multimodal journeys in 2019 experienced a problem**²⁴.

Therefore, **it is essential to avoid replicating the same pitfalls that occur in existing the passenger rights framework and to introduce, from the outset, strong enforcement and redress provisions.**

²¹ Proposal for a Regulation of the European Parliament and of the Council amending Regulations (EC) No 261/2004, (EC) No 1107/2006, (EU) No 1177/2010, (EU) No 181/2011 and (EU) 2021/782 as regards enforcement of passenger rights in the Union.

²² See page 1 of the Explanatory memorandum of the Proposal for a regulation as regards enforcement of Passenger Rights in the Union.

²³ See BEUC [Position Paper](#), MULTIMODAL JOURNEYS - How to make sure passengers are better protected?, 2017.

²⁴ See Point 2.1.2 of the COMMISSION STAFF WORKING DOCUMENT IMPACT ASSESSMENT REPORT Accompanying the documents Proposal for a Regulation of the European Parliament and of the Council amending Regulations (EC) No 261/2004, (EC) No 1107/2006, (EU) No 1177/2010, (EU) No 181/2011 and (EU) 2021/782 as regards enforcement of passenger rights in the Union Proposal for a Regulation of the European Parliament and of the Council on passenger rights in the context of multimodal journeys

However, the enforcement and redress provisions in the proposal for a Regulation on Passenger Rights in the context of multimodal journeys are limited, even if interesting.

3.3.1. The proposal

Carriers offering single multimodal contracts would be obliged to adopt and implement **Service Quality Standards** and to report every two years on their implementation on their websites – Article 17(1). The same obligations would apply to multimodal hubs – Article 17(3).

Each carrier offering 'single multimodal' or 'combined' contracts, and each intermediary selling multimodal combined tickets, would be obliged to establish **a complaint handling mechanism** – Article 18. According to the current proposal, they would be obliged to make their contact details "widely known to passengers" – Article 18(1), and details of the complaint handling procedure must be accessible to the public – Article 18(2).

Carriers would also have to report about the implementation of passenger rights to national enforcement bodies (e.g. on the provision of information to consumers, how they handle complaints, the punctuality of their services, and assistance for people with disabilities).

Article 19 **establishes rules on information to passengers about their rights**. When selling a multimodal journey, carriers and intermediaries would be obliged to inform passengers of their rights and obligations – Article 19(1). They would also be obliged to inform consumers about the contact details of national enforcement bodies. Such information about passenger rights would have to be provided either in paper form, in electronic format or by any other means. In case of disruption, carriers and intermediaries would have to specify to consumers where such information could be obtained.

The proposed Regulation would establish a complaint handling process for national enforcement bodies – (Article 21). First, each Member States would have an obligation to designate a national enforcement body in charge of enforcing the Regulation. Second, the proposed Regulation specifies the rules about the competencies of national enforcement bodies depending on the type of multimodal contracts and tickets bought by consumers – Article 21(4)(5)(6) and (7).

National enforcement bodies responsible for compliance with the multimodal passenger rights Regulation **would have a more proactive role and be granted additional powers to further detect cases where carriers and terminal managers failed to comply with their obligations, which is a welcome step forward**. National enforcement bodies would have to establish "a compliance monitoring programme to monitor compliance with the obligations laid down" in the Regulation, on the basis of a risk assessment. Such a programme would have to detect and correct persistent failures to comply with the passenger rights Regulations and include monitoring activities. – Article 22(1).

To ensure compliance monitoring activities, the proposal clarifies that national enforcement bodies must conduct audits, interviews, on-site inspections, examination of documents where relevant, and include both announced and unannounced activities. The risk assessment would have to be carried out every two years and the results provided to the Commission. - Article 22(4) and (6).

National enforcement bodies would have to ensure swift rectification of non-compliance by carriers and terminal managers and **require an action plan to solve the non-compliance identified** - Article 22(5).

The **proposed Regulation also provides for deadlines for carriers, intermediaries, terminal managers and multimodal hub managers to submit relevant information and documents to national enforcement bodies** when requested to do so (1 month after the request, extendable by three additional months in complex cases) – Article 23.

The **proposed Regulation provides for cooperation between the Member States and the Commission**. Member States shall regularly send relevant information to the Commission on the application of the Regulation. At the request of the Commission national enforcement bodies would have to investigate specific practices of carriers, intermediaries and terminal managers and report findings to the Commission within four months – Article 24.

Finally, Article 25 of the proposed Regulation would require **penalties for non-compliance to be “effective, proportionate and dissuasive”**.

3.3.2. BEUC position

- *New proactive roles for national enforcement bodies*

BEUC welcomes the new proactive roles for national enforcement bodies, based on a risk-based approach to monitor compliance with passenger rights, reporting obligations of carriers to national enforcement bodies, authorities’ power to request documents, and to conduct audits, inspections and interviews .

However, BEUC considers that the provisions in the current proposal are **clearly insufficient to deter carriers and intermediaries from circumventing or ignoring their obligations under the Regulation**.

To achieve the objectives defined in the Sustainable and Smart Mobility Strategy to ensure uniform implementation and enforcement of passenger rights, it is crucial that EU policy makers remedy these shortcomings in the upcoming negotiations.

BEUC also welcomes the introduction in Article 21 (points 4 to 7) of the new rules for competences of the multimodal national enforcement bodies depending on the types of contracts and actors. However, such rules are complex, confusing, and burdensome for consumers, and liable to discourage them from exercising their rights.

Instead, to ensure that consumers could easily assert their multimodal passenger rights, the Regulation must establish the principle that consumers can access a **single point of contract**. Consumers would then simply have to contact the national enforcement body in their country of residence. The latter would then be responsible for transferring the complaint to the competent national enforcement body if the problem arose in another Member State.

BEUC recommendations

- **A formalised and stronger network of the national enforcement bodies must be created**, as already exists in the consumer law field in the form of the CPC-Network. As a bare minimum, all national enforcement bodies must be granted the investigative and enforcement powers foreseen in Article 9 of the Regulation on cooperation between national authorities responsible for the enforcement of consumer protection laws (CPC Regulation)¹.
- **Enforcement bodies' decisions must be legally binding** on carriers and intermediaries, and of course these decisions must be appealable before courts.
- National enforcement bodies must all **deal with individual complaints**.
- National enforcement bodies must make public information about the sanctions imposed.
- **The applicability of national enforcement bodies' decisions to other passengers travelling together who experience the same travel disruption** should be expanded, as it exists already in Canada.
- **Article 21 must be amended to ensure that consumers only have to contact the authority of their place of residence in the event of a complaint**. It must then be up to the multimodal authorities to transfer the file to the competent national enforcement body ("single point of contact" principle).

- *Introduce truly dissuasive sanctions based on transport operators' and intermediaries' annual turnover.*

The proposal would require penalties to be "effective, proportionate, and dissuasive". This wording is the same as under all the current passenger rights Regulations.

However, it is clear from experience with the current passenger right Regulations that such a vague provision is insufficient. In practice, national enforcement bodies very rarely impose sanctions, and if they do, they are insufficient to have any real dissuasive effect on carriers.

BEUC therefore calls for higher sanctions to be imposed for infringing any of the passenger rights Regulations, based on a percentage of the carriers' and intermediaries' annual turnover. Such measures would send a strong message to carriers and intermediaries that circumvent or ignore their obligations and grant national authorities with deterrent powers to stop the infringements rapidly.

Similar provisions already exist in an increasing number of consumer laws and beyond. Examples include the [GDPR](#) (Article 83), the [Digital Services Act \(DSA\)](#) (Article 42), and [Directive \(EU\) 2019/2161](#) as regards the better enforcement and modernisation of Union consumer protection rules (Consumer Rights Directive, Unfair Commercial Practices Directive, Unfair Contract Terms Directive, Price Indication Directive).

BEUC recommendations

- Amend Article 25 of the proposed Regulation to introduce truly dissuasive sanctions based on carriers' and intermediaries' annual turnover, as already exists in numerous fields.

- *All actors selling multimodal contracts should establish Service Quality Standards*

BEUC welcomes the European Commission's intention to develop monitoring and reporting obligations for carriers (Article 17).

However, **to be effective** and provide real added value for consumers and authorities, it is essential that **such reporting obligations focus on compliance with the different obligations of the Regulation on passenger rights in the context of multimodal journeys, not monitoring of self-established quality standards**. This would empower national enforcement bodies to understand what is happening in practice and to react quickly to possible non-compliance.

Furthermore, it is unclear why such obligations would not apply to important actors in the multimodal context including online booking intermediaries and ticket vendors, and only apply to 'single multimodal contracts'.

Therefore, **BEUC recommends that the establishment of service quality standards should be mandatory for all actors that have obligations towards multimodal passengers** under this Regulation (intermediaries, ticket vendors etc.). **It should also apply to all types of multimodal contracts** ('combined multimodal tickets' and 'separate multimodal tickets').

Furthermore, to ensure the effectiveness of the provision, it is essential that the **performance of carriers and intermediaries is assessed by 'independent watchdogs'** as exists for instance for certain sectors in Denmark and the UK²⁵. Alternatively, the competent multimodal travel national enforcement body must be empowered to monitor traders' performance. **This is the only way to guarantee a neutral assessment.**

²⁵ See Passagerpulsen in Denmark (<https://passagerpulsen.taenk.dk>) and See Transport Focus in the UK (<https://www.transportfocus.org.uk>).

BEUC recommendations

- Extend the obligations of Article 17 (Service Quality Standards) to all actors that have obligations towards consumers under the proposed Regulation and to at least “combined” and “single” multimodal contracts.

- Amend Article 17 to ensure that Service Quality Standards are monitored by national enforcement bodies or independent “watchdogs” to guarantee a neutral assessment

- *Information about the complaint handling process should be given proactively to consumers*

BEUC welcomes that the proposed Regulation would require carriers offering ‘single multimodal contracts’ or ‘combined multimodal tickets’, intermediaries and multimodal hub managers to set up a complaint handling mechanism.

However, the proposal is unclear about how consumers would be made aware of this information on complaint handling mechanisms. Currently, the proposal simply states that carriers and intermediaries shall make their “contact details widely known to passengers”.

In our view, **it should be clarified that this information must be given to consumers at least in the booking confirmation and in the case of travel disruption triggering rights under this Regulation** (also by electronic means if consumers’ contact details are available).

- *Information to passengers about their rights should be given at key moments.*

BEUC supports the willingness to improve passengers’ knowledge about their rights – (Article 19).

However, the solutions proposed are not sufficient and should be more precise regarding how and when such key information should be provided.

BEUC supports the proposal that passenger rights information must be given at the time of booking confirmation (Article 19(1)). However, such information, as well as the information relating to the competent national enforcement body must also be given to consumers when travel disruption happens.

Furthermore, the proposal would require carriers and intermediaries to inform consumers in case of travel disruption only in cases “where such information can be obtained”. **BEUC considers that consumers must be provided with a direct link to the complaint handling and refund and compensation form, not provided with information requiring extra steps.**

To avoid situations where consumers are sent back to traders’ websites, the proposed Regulation must instead require carriers and intermediaries to provide consumers directly with timely and complete information when required so as to:

- 1) enhance consumer awareness about their rights
- 2) facilitate easy redress for consumers.

Finally, it is essential that carriers and intermediaries are required **to always inform consumers about their rights by electronic means when their contact details are available**. This is a direct and straightforward way to inform consumers rapidly about their rights.

BEUC recommendations

- Amend Article 18 to ensure that consumers are proactively informed about the complaint handling process.
- Amend Article 19 to ensure that consumers receive directly, by electronic means, if their contact details are available, complete information about their Passenger Rights and how to exercise them.

- *New cooperation between Member States and the European Commission*

BEUC welcomes the proposed new provisions introducing cooperation between Member States and the European Commission, as they would allow national enforcement bodies to detect widespread non-compliance or unfair practices conducted by carriers in the Multimodal context – (Article 24).

BEUC also welcomes **the possibility for the European Commission to request national enforcement bodies to investigate suspect practices** by one or several carriers and an obligation on the enforcement bodies to report their findings to the Commission within 4 months of the request.

However, we regret that the proposed Regulation would not grant any powers to the Commission to act in the case of widespread substantiated infringements (e.g. enforcement powers in case of EU-wide infringements).

BEUC recommendations

- Amend the Regulation to grant the European Commission investigative and enforcement powers for widespread and EU-wide infringements of the Regulation.
- The European Commission, in all modes of transports, should also be able to examine cases where differences in the application of passenger rights Regulations arise, with a view to promoting a common and coherent approach.

3.3.3. The missing enforcement and redress provisions

- *Introducing clear, strict, and harmonised deadlines to deal with passenger complaints.*

Multimodal journey passengers often struggle to obtain timely and complete responses from travel operators and intermediaries' to their complaints in the multimodal sector²⁶. In practice, they often need to send reminders to carriers or intermediaries to obtain a response or are even ignored by them.

This could be easily remedied by introducing **strict deadlines for dealing with passenger complaints**, for travel operators, ticket vendors and intermediaries. **Unfortunately, the Regulation includes no such provisions, in contrast to other passenger rights Regulations.** For instance, the multimodal travel Regulation should copy the provisions of the Rail Passenger Rights recast²⁷ where carriers are required to respond to consumers complaints within one month of receiving the complaint, and shall either give a reasoned reply or, in justified cases, inform the passenger that he or she will receive a reply within a period of less than three months from the date of receipt of the complaint.

In case of non-compliance by traders with the deadlines, the passenger rights Regulations must impose penalties such as periodic penalty payments or interest on overdue payments for consumers per day of delay.

BEUC recommendations

Amend Article 18 to introduce strict deadlines for all actors with obligations under this Regulation to answer consumer complaints.

- *Oblige carriers, intermediaries, ticket vendors and terminal managers to adhere to ADR and make their decisions binding.*

In each Member State, **a unique and sector specific travel Alternative Dispute Resolution (ADR) scheme should be created**, because currently - as highlighted by the Commission's report on the ADR Directive²⁸ - most ADR bodies are not specialised in travel services, including multimodal. This would provide consumers with a clear and easily accessible contact point if things went wrong and could not be resolved with a carrier or an online intermediary.

For the ADR scheme to become an efficient and real solution to consumer problems, **traders' participation in ADR schemes should be made mandatory** in all sectors, and especially in the transport area, which is giving rise to a very high number of consumer complaints²⁹. A similar line has been adopted by the European Parliament in its position on

²⁶ See [BEUC Position Paper](#), MULTIMODAL JOURNEYS How to make sure passengers are better protected?, 2017.

²⁷ Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations (recast)

²⁸

https://ec.europa.eu/info/sites/info/files/com_2019_425_f1_report_from_commission_en_v3_p1_1045545_0.pdf

²⁹ See BEUC Position Paper MODERNISING CONSUMER ADR IN THE EU The revision of Directive 2013/11/EU on consumer Alternative Dispute Resolution, available [here](#), December 2023.

the revision of the voted ADR Directive, which proposes making airlines' participation in ADR schemes mandatory³⁰.

Moreover, **the decisions of ADR bodies should be legally binding**,³¹ but of course they should be subject to appeal before the courts. ADR can achieve better results when traders are required to participate in the ADR procedure and when they do so, to act in good faith. This approach has been taken by the CMA (Consumer and Market Authority) in the UK which stated that mandatory ADR should be adopted "across all essential markets including air travel and those sectors where consumers are hugely vulnerable due to information asymmetries".³²

It is also noteworthy that there are already examples of **EU legislation that has already made traders' participation in ADR mandatory**. This is for example the case of Article 26 of EU Directive 2019/944 on common rules for the internal market for electricity and the EU Digital Services Act, which provides that "online platforms shall engage in good faith, with the body selected with a view to resolving the dispute and shall be bound by the decision taken by the body".³³

The need to revise ADR in the travel sector was also highlighted in the findings of the 2020 DG Move study on the current level of protection of air passenger rights in the EU, that demonstrated that **ADR bodies are generally appreciated by airlines**,³⁴ and which **recommended as a potential solution to create "a mandatory EU-wide mediation body on air passenger rights"**.³⁵

BEUC also calls for ADR entities to report to national enforcement bodies about traders who systematically and unduly refuse to participate in ADR procedures or that participate in bad faith. As a complement to this proposal, BEUC call for a requirement for national enforcement bodies to publicly disclose the names of traders who systematically and unduly refuse to participate in ADR procedures³⁶.

BEUC recommendations

- Amend the proposed Regulation by introducing a new article mandating traders (carriers, intermediaries, ticket vendors, multimodal hub managers) to participate in ADR schemes.

- Clarify that decisions of ADR bodies are binding upon traders but appealable before the courts.

³⁰ <https://www.europarl.europa.eu/news/en/press-room/20240308IPR19019/modernised-out-of-court-consumer-redress-rules-adopted-by-parliament>, last consulted on 14 March 2024.

³¹ https://www.beuc.eu/sites/default/files/publications/beuc-x-2019-083_eu_air_passenger_rights_and_enforcement.pdf, See BEUC position paper on Air Passenger Rights (2019).

³² CMA, Reforming Competition and Consumer Policy, Driving growth and delivering competitive markets that work for consumers, (4 October 2021):

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1022615/Reforming_Competition_and_Consumer_Policy_publication_4.10.21.pdf, p. 60

³³ Proposal for a Regulation of the European Parliament and of the Council on a Single Market for Digital Services (Digital Services Act) and amending Directive 2000/31/EC COM(2020) 825 final, 15 December 2020.

³⁴ See points 4.81 and 6.34 of the study.

³⁵ See table 9.1 – item 9 of the study.

³⁶ https://www.beuc.eu/sites/default/files/publications/beuc-x-2022-062_adr_position_paper.pdf, See BEUC position Paper on ADR : Alternative Dispute Resolution for consumers: Time to move up a gear, published in 2022.

4. What is missing

4.1. Basic multimodal passenger rights for 'combined multimodal tickets'

The European Commission rightly stated in the Explanatory Memorandum of the multimodal travel passenger rights proposal that a key element of making transport sustainable is to achieve effective multimodality where passengers can combine different modes of transport for long-distance journeys³⁷. The Commission also acknowledged that "*protecting passengers along the way, in particular during travel disruptions, is key to enhance the attractiveness of multimodal travels*"³⁸. BEUC agrees fully with this statement.

Despite this crystal-clear observation, **the proposal would only provide very limited protection for consumers buying separate tickets combined and sold, via one single payment, by ticket vendors** (so-called 'combined multimodal tickets' – Category B), which are in practice the most common type of multimodal tickets on the market³⁹.

Much more is needed to ensure sufficient protection of travellers opting for 'combined multimodal tickets'. **Consumers need to be able to rely on core rights in case of incidents or disruptions.**

4.1.1. The proposal

Article 3(8) of the proposal defines what is a 'combined multimodal ticket' (Category B).

"Combined multimodal tickets is a ticket or tickets for a multimodal journey representing separate transport contracts which are combined by a carrier or intermediary on its own initiative, and which are purchased by means of a single payment by the passenger".

In **Article 10(1)**, the proposal outlines liabilities for 'combined multimodal tickets'. It lays down the principle that carriers or intermediaries selling the combined multimodal tickets are liable to reimburse the ticket and to pay 75% of the ticket price compensation to consumers if they miss one or more connections.

However, **Article 10(2)** provides that such liability could be activated **solely** if the carrier or intermediary did not explicitly and clearly mention, on the ticket, or on another document or electronically, that the 'combined multimodal ticket' consists of separate transport contracts with no right under this Regulation to reimbursement, rerouting, care and assistance or compensation and if the consumer was clearly informed before the purchase.

The proposal also clarifies that carriers or intermediaries selling the 'combined tickets' would be responsible for handling consumer requests and complaints - **(Article 10(3))** and that refunds and compensation for this type of contract would have to be paid within 14 days – **(Article 10(4))**.

³⁷ See page 1 of the Explanatory Memorandum.

³⁸ Idem.

³⁹ See Exploratory Study on passenger rights in the multimodal context Final report June 2019 Study contract No. MOVE/B5/SER/ 2016-77/SI2.760997.

4.1.2. BEUC position

BEUC considers that the **provisions of Article 10 establishing liability for “combined multimodal tickets” are grossly insufficient and fall far short of the objective to enhance the attractiveness of multimodal travel** and to better protect passengers during their whole multimodal journey, as envisaged in the Explanatory Memorandum of the proposal.

Introducing a **mere pre-contractual obligation** to provide information to consumers about the type of ticket(s) they have bought, and granting passengers protection only in cases where operators fail to provide this pre-contractual information **would create, de facto, a right for consumers to be informed that they would not be protected during their “combined multimodal journeys”**. **Indeed, with a simple pre-contractual information disclaimer, carriers and intermediaries would escape any liabilities.**

BEUC instead recommends the creation of a legally binding multimodal framework covering essential passenger rights also for “combined multimodal tickets”, composed at the very least, of a right to reimbursement, re-routing, a right to care and assistance in case of travel disruption.

These rules should clarify the following questions:

- Who is responsible for consumer assistance?
- Who is responsible for dealing with re-routing obligations?
- Who is responsible for dealing with consumer complaints?

“Care and assistance” for ‘combined multimodal tickets’.

For the moment, consumers suffering travel disruption during multimodal journeys remain empty-handed if something goes wrong. While basic rights, including “care and assistance” are ensured for ‘single multimodal contracts’ under the proposal, which is welcomed, this is not the case for ‘combined multimodal tickets’ in the current proposal.

To remedy the situation, BEUC considers that, by law:

- The obligation to provide care and assistance (e.g. meals, hotels, transport between the airport and place of accommodation etc.) should be imposed on the operator responsible for the disruption or on the entity selling the ‘combined multimodal tickets’ (intermediary or carrier). A right to redress for actors should be included.
- Consumers must be informed at the time of booking, and once again if disruption occurs, of who is responsible for care and assistance and receive relevant and functional contact details to get in touch with the responsible trader (free of charge phone number, email address etc.).
- Any expenses paid out by consumers in the exercise of the “care and assistance” obligations should be refunded by the entity selling the ‘combined multimodal tickets’.

Re-routing should be guaranteed by law

When consumers face travel disruption, they must have the right to choose between re-routing and the reimbursement of their tickets. This principle is enshrined in all EU passenger rights Regulations.

This fundamental passenger right to receive alternative transport in case of travel disruption (as soon as possible or later), should therefore be clearly defined by law, also for 'combined multimodal tickets'.

This is even more important because as confirmed by the Impact Assessment of the proposal, "a relatively high number of passengers experience problems during multimodal journeys **especially in relation to missed connections**". This is supported by the 2020 Eurobarometer survey, showing that of those respondents using a multimodal ticket in 2019, 25% experienced a problem when travelling, with 8% almost missing a connection due to a delay or cancellation and 9% actually missing a connection for this reason".⁴⁰
Ensuring rerouting in such a context is therefore essential.

BEUC recommends extending the obligations in Article 7 of the proposal on reimbursement and re-routing for 'single multimodal contracts' to 'combined multimodal tickets'.

These **basic binding protections are, in our view, fundamental to convincing passengers to opt for multimodal journeys.**

While consumers are increasingly keen to travel using different modes of transport, as it enables them to use less polluting modes of transport for certain segments of the journey (e.g. the air-rail combination), **above all they want to reach their final destination on time, and therefore cannot compromise on their protection, which is not guaranteed under the current proposal for 'combined multimodal tickets'.**

BEUC recommendations

Amend Article 10:

- to extend the obligations proposed in the Article 7 of the proposal on reimbursement and re-routing for 'single multimodal contracts' to 'combined multimodal tickets'.
- to introduce an obligation to provide care and assistance (e.g., meals, hotels, transport between the airport and place of accommodation etc.) in case of travel disruption on operators responsible for the disruption or on the entity selling the 'combined multimodal tickets' (intermediary or carrier).
- to ensure that consumers are informed at the time of booking, and once again if disruption occurs, of who is responsible for care and assistance and re-routing and receive relevant and functional contact details to get in touch with the responsible trader (free of charge phone number, email address, etc.).
- to clarify that any expenses paid out by consumers in the exercise of the "care and assistance" obligations should be refunded by the entity in charge of the care and assistance.

⁴⁰ See 2.2.4 of the Impact Assessment of the proposal.

4.2. Establish consequences for failure to inform consumers of the absence of protection for 'Separate Multimodal Contracts'

4.2.1. The proposal

Regarding 'Separate Multimodal Tickets', the proposal only provides that consumers should receive pre-contractual information about the type of contracts they are buying and the associated rights – (Article 5).

However, the text does not outline the consequences in case this important pre-contractual information is not given to consumers as per any other type of multimodal contracts (Article Articles 7, 9 and 10).

4.2.2. BEUC position

BEUC recommends amending the proposed Regulation to outline the consequences for carriers and intermediaries of not communicating this important pre-contractual information.

Provisions of Article 10 (liability for combined multimodal journeys) should be mirrored for "separate multimodal contracts".

There is no objective justification for consumers buying 'separate multimodal tickets' to be less well informed about the (lack of) protection granted.

BEUC recommendations

-Create a new Article 10a, establishing liabilities for failure to inform consumers at the pre-contractual stage about the separate nature of their contracts and the absence of protection. Carriers and intermediaries should be liable, in case of failure to provide this important information, for the refund of the ticket in case of travel disruption and the payment of 75% of the price of the separate tickets (similar wording as in Article 10 should be used).

5. Conclusions

BEUC strongly supports the European Commission's willingness to better protect passengers travelling by combining different modes of transport, as it is key to reinforcing the attractiveness and confidence of consumers to undertake multimodal journeys.

The current proposal for a Regulation on passenger rights in the context of multimodal journeys provides for several improvements, but these are too limited in scope.

While consumers purchasing 'single multimodal contracts' (representing 5% of the multimodal contracts)⁴¹ would benefit from a basic set of consumer rights (care & assistance, re-routing, refund), consumers buying 'combined multimodal tickets', the most

⁴¹ See Exploratory Study on passenger rights in the multimodal context Final report June 2019, Section 1.3.1, 2019.

common multimodal contracts on the market, would remain largely unprotected and at the mercy of carriers' terms and conditions.

At present, almost 25% of consumers undertaking multimodal journeys have experienced disruption (notably missed connections), and currently have no statutory protection.

The absence of fundamental consumer rights for all types of multimodal contracts will continue to fuel the perception among consumers that multimodal transport is unreliable, restricting its growth.

