

PASSENGER RIGHTS: MULTIMODAL TRAVEL

Key points for consumers

Why it matters to consumers

The European Commission has proposed a multimodal passenger rights framework which is a step in the right direction. Currently, when consumers combine different transport modes, they are not protected by harmonised rights for the whole journey. Instead, passengers are depend completely on operators' terms and conditions. This leaves them in the dark about key safeguards such as knowing which operator should provide information and re-routing options in case of disruption.

This two-pager summarises [BEUC's position](#) on the proposal on passenger rights in the context of multimodal journeys. Overall BEUC considers that the proposed Regulation is far from sufficient. Strong passenger rights are essential to promote multimodal travel, and must apply to all types of multimodal contracts.

The table assesses the articles and content with the following symbols, illustrating whether BEUC:



what BEUC supports



what can be improved



what is missing

COMMISSION PROPOSAL

BEUC POSITION

Provisions applicable for all types of 'multimodal contracts'

New information obligations for carriers and intermediaries offering multimodal contracts (before signing the contract and during travel in case of disruption) - (Art.5 & 6).



Carriers and intermediaries must inform consumers before the purchase about the type of multimodal tickets sold and the associated rights. This basic information is too often missing, leaving consumers unaware of the type of contract they are signing and the protection they have, or do not have.

Mandatory complaint handling mechanisms for carriers and intermediaries and the obligation for EU countries to designate a multimodal national enforcement body - (Art 18 & 20).



This is currently not in place, creating a lot of frustration among multimodal passengers when they have an unresolved complaint. Such information must be provided also when travel disruption occurs.

Carriers offering single or combined multimodal tickets must provide passengers with real-time information about disruptions and delays electronically when technically feasible. Intermediaries selling combined multimodal tickets must do the same - (Art.5).



While data sharing obligations are positive, the current general exemption for SMEs should be abandoned and replaced by timelines to be able to comply with real-time information rules. Otherwise, entire sectors (intermediaries, carriers) would be excluded from these obligations, which are crucial for passengers, because most operators are SMEs.

Definitions of multimodal national enforcement bodies' competencies – (Art. 21).



The competency rules currently proposed would be too complex. Policymakers should establish the principle of a *single point* of contact. Consumers should only be required to contact the authority of their place of residence. It should then be up to this authority to transfer the file to the competent national enforcement body.

COMMISSION PROPOSAL

BEUC POSITION

Simple access to redress for passengers via a standardised refund and compensation form – (Art.11).



Creating an EU-wide standardised reimbursement and compensation form would make it easier for individual consumers to seek redress. But to make sure this initiative works efficiently, policymakers must ensure that the form is automatically sent to consumers in case of travel disruption. This would ensure that consumers were quickly informed and could easily assert their rights.

Provisions for “Single Multimodal contracts”

Core passenger rights for single multimodal contracts in case of travel disruption, including refunds, re-routing, care and assistance – (Art. 7 & 9).



Travellers using different types of transport modes in one journey should be protected by existing passenger rights when something goes wrong.

The new care and assistance obligations for single multimodal contracts - (Art.9).



The proposed wording is disappointing, giving leeway for carriers to escape their obligations to consumers. The provision should also include compensation in case of travel disruption, as per any other passenger rights Regulation.

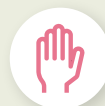
Refund rules for tickets bought via intermediaries and the obligation to share consumer data if a single multimodal contract is purchased via an intermediary - (Art. 8).



This would allow consumers to quickly receive their refund if something goes wrong.

Provision for “Combined Multimodal tickets”

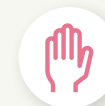
The proposal fails to include essential passenger rights for combined multimodal tickets – (Art 10).



The provisions are a missed opportunity to give consumers comprehensive protection. Pre-contractual obligations to inform consumers about the ticket type would create an easy way out from any responsibility. Basic travelers’ rights for combined multimodal tickets should be defined by law: information, re-routing, care and assistance.

Provision for “Separate Multimodal contracts”

The definition of separate multimodal tickets - (Art. 3(9)).



The definition in the current proposal could be confused with combined multimodal tickets and could allow loopholes for operators and intermediaries to circumvent their obligations. This should be modified to clarify that they constitute separate tickets combined on passengers’ own initiative with separate payments.