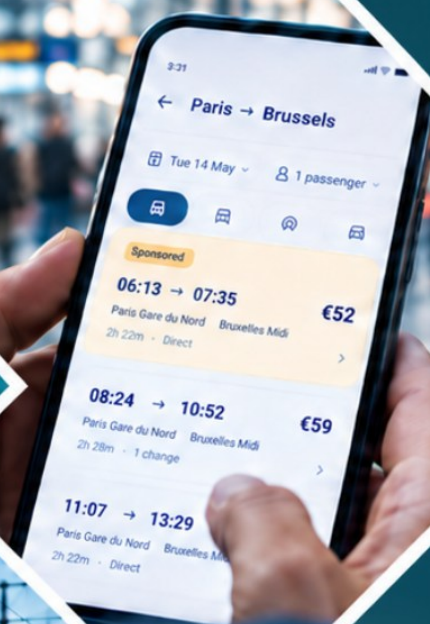




ALLRAIL

The Future of Passenger Rail



OCTOBER 2026

POSITION PAPER

Revision of the Rail Passenger Rights Regulation

Table of Contents

Executive Summary.....	3
Establish a mandatory EU-wide Journey Continuation Regime	3
Ensure proportionate liability under Articles 12, 18, 19 and 20.....	3
Apply the causer-pays principle to infrastructure managers.....	3
Introduction.....	4
Journey Continuation is a priority	4
Scope of the Regulation	6
Minimum Connection Time.....	7
Coherent interpretation between Article 12 and Article 18	9
Article 19 – Delay Compensation.....	10
Article 20 – Passenger Assistance under Single Tickets	11
Infrastructure managers must also bear responsibility for delays attributable to them..	12
Liability in Journeys Involving Night Trains.....	13
Necessary Data Exchange Between Ticket Vendors and Rail Operators for Single Tickets	14

ALLRAIL is the non-profit association representing independent passenger railway companies, working to support a more open, attractive and passenger-focused rail market across Europe, for the benefit of travellers and taxpayers.



Executive Summary

ALLRAIL supports the European Commission's ambition to make multi-operator rail journeys seamless and strengthen passenger protection across the EU. Today, fragmented ticketing arrangements and voluntary cooperation between operators leave passengers facing inconsistent rights and missed connections without adequate protection. A mandatory **European Journey Continuation Regime** is therefore essential.

However, **stronger passenger rights must go hand in hand with fair, proportionate and clearly allocated responsibilities**. The revised Regulation must distinguish between the obligation to ensure journey continuation and financial liability for delays, compensation and assistance.

ALLRAIL's Key Asks to EU Policymakers and Sector Stakeholders:

Establish a mandatory EU-wide Journey Continuation Regime

The European Parliament and Council should ensure that passengers travelling under a Single Ticket can reach their final destination at no additional cost following a missed connection. **Rail operators must coordinate rerouting through a practical, mandatory framework**, with passengers purchasing replacement tickets themselves only as a last resort.

Ensure proportionate liability under Articles 12, 18, 19 and 20

EU co-legislators must clarify the relationship between journey continuation, rerouting, compensation and assistance where a Single Ticket includes separate transport contracts. **Delay compensation must remain linked to the service actually delayed, rather than the entire journey**. Assistance costs should be allocated fairly according to responsibility, with appropriate safeguards for PSO operators, SMEs and night trains.

Apply the causer-pays principle to infrastructure managers

The Commission, Member States and OTIF should ensure that infrastructure managers bear the financial consequences of disruptions attributable to them. Rail operators must have an effective right of recourse for passenger compensation, assistance and rerouting costs arising from infrastructure-related delays.



Introduction

ALLRAIL welcomes the targeted revision of the Rail Passenger Rights Regulation. As highlighted in our February 2026 position paper, *The Great Rail Ticket Unbundling*, this reform is strongly supported by a significant part of the rail sector and by passenger organisations as an **essential means of facilitating international and multi-leg rail journeys**.

The revised Regulation must reflect the reality of today's competitive rail market, in which passengers increasingly **combine services operated by different railway operators** within a single journey.

The current fragmented system of through-ticketing is largely based on **selective cooperation between state-owned incumbent rail** operators and is generally not open to new entrant rail operators. As a result, passengers are unable to benefit from seamless ticketing and journey protection across the full range of available rail services, while independent rail operators are placed at a competitive disadvantage.

Consistent with the key messages submitted by ALLRAIL before the publication of the proposal, we consider that the voluntary arrangements currently in place, including the **Agreement on Journey Continuation, are insufficient to guarantee seamless rail journeys**, whether nationally between different domestic railway operators or internationally across borders.

These arrangements are applied inconsistently across the Single European Railway Area and depend on the operators, routes and Member States involved. Passenger protection therefore remains uncertain and, in practice, resembles a lottery: **comparable journeys may receive different levels of protection solely because of the operators involved**.

Journey Continuation is the priority

ALLRAIL welcomes the introduction of journey continuation at no additional cost for passengers travelling under a Single Ticket. Effective journey continuation rights are essential to strengthening passenger confidence in rail and encouraging modal shift from less sustainable modes of transport. By making rail journeys more reliable and attractive, these rights would also support passenger growth and generate additional revenue across the rail sector.

For passengers affected by disruption, reaching their final destination is generally more important than receiving compensation or reimbursement. **Journey continuation should therefore be the central objective of the revised Rail Passenger Rights Regulation**.

The journey-continuation process should be as simple and frictionless as reasonably possible for passengers. At the same time, rail operators require legal certainty, and any new framework must reflect operational realities, including capacity constraints,



reservation requirements, safety considerations, and the need for effective coordination between operators.

ALLRAIL supports the principle of a **mandatory European Journey Continuation Regime**. Responsibility for organising rerouting and journey continuation should remain with the rail operators concerned. Passengers should have a clear right to continue their journey. At the same time, it is necessary to allow **the rail operators involved to take an active role** when handling the relevant journey continuation requests, particularly when concerning capacity and safety concerns on board.



The rail operators concerned should coordinate to place the passenger on **the next appropriate available service** at no additional cost and provide clear, timely information on the available journey-continuation or rerouting options.¹

Passengers purchasing new transport contracts independently and subsequently claiming **reimbursement should remain a measure of last resort**, applicable where the responsible operators have failed to provide an appropriate journey-continuation solution within a reasonable period.

A consistent EU-wide and sector-wide framework is therefore needed to ensure that journey continuation operates effectively in practice. The Agreement on Journey Continuation (AJC) provides a useful, though currently too limited, example of how cooperation between rail operators can facilitate onward travel following disruption.

Building on this experience, **a mandatory EU-wide journey-continuation regime between operators could provide an effective solution**. Such a framework would enable rail operators to address practical operational considerations while ensuring that passengers can reach their final destination without additional cost, effectively serving as a first point of reference to passenger in a case of disruption to their journey, allowing them to continue their journey as quickly as possible on the next appropriate train.

Given their operational expertise and their responsibility for delivering the services concerned, rail operators must be actively involved in the design, establishment, and continued development of any such regime.

In ALLRAIL's view, a European Journey Continuation Regime should reduce, and where possible avoid, any additional friction between rail operators. Otherwise, it would neither be effective nor genuinely support passengers in continuing their journeys.

¹ Rail operators concerned means those operators who were initially involved the 'Single Ticket.'



Scope of the Regulation

The scope of the revision of the Rail Passenger Rights Regulation is not fully aligned with its stated objectives. The Single Ticket will deliver the greatest benefits where the rail network operates as an integrated system, allowing passengers to connect seamlessly between regional and long-distance services in both directions.

However, regional services – which account for approximately half of all passenger rail journeys in the EU – may be exempted from key provisions of the Regulation.² Perpetuating such exemptions would fragment passenger protection, diminish the benefits of the Single Ticket and ultimately undermine the effectiveness of the legislation.

Regional services form an essential part of many connecting journeys and would **benefit directly from the additional passenger traffic** generated by a more integrated ticketing and journey-continuation framework. Exempting them from the corresponding obligations would create an unequal allocation of responsibilities and place a disproportionate burden on long-distance services.

Excluding regional services from a mandatory European Journey Continuation Regime **would make rail less attractive to passengers**. The private motor vehicle provides direct connectivity to virtually every community in the European Union. Against that benchmark, it is difficult to justify a rail system in which journey continuation protection cannot be guaranteed between all EU rail stations.

Passengers cannot reasonably be expected to understand complex regulatory classifications before travelling. A system in which their rights depend on distinctions that are unclear to the customer would create confusion, undermine confidence, and weaken trust in rail as an integrated transport network.

The exemption is particularly difficult to justify given that regional and long-distance services are already successfully combined within formal through-ticketing arrangements in many Member States. Where rail operators and public authorities have demonstrated that integrated ticketing and journey protection are operationally feasible, there is no convincing basis for excluding regional services from mandatory journey-continuation obligations.

Specific exemptions for regional services from journey continuation are therefore not appropriate. **To maximise the benefits of the journey continuation and ensure consistent passenger protection throughout the journey, regional services should also be fully covered by the journey-continuation framework.**

ALLRAIL notes a minor issue of terminology. To ensure consistency with the Rail Ticketing Regulation, the Rail Passenger Rights Regulation should use the term 'rail operator', 'railway service provider' or 'carrier', as not all operators covered by the framework qualify as railway operators or qualify as tour operators.

² Article 2(6) of the current Rail Passenger Rights Regulation



Minimum Connection Time

ALLRAIL considers that minimum connection times must be established through a transparent, objective, and independent process.

The proposal cross-refers to the minimum connection times established pursuant to Article 15 of Commission Regulation (EU) 2026/253 on the Telematics TSI. Under the proposed Single Ticket framework, these **connection times will have significant legal and commercial consequences**, particularly where a Single Ticket covers several separate transport contracts. It is therefore essential that all rail operators providing the relevant connecting services are properly consulted whenever minimum connection times are established or amended.



The Regulation should require structured consultation between station managers, public transport authorities, and the rail operators concerned. Operators must have the opportunity to explain whether additional connection time is necessary in light of operational constraints, passenger journeys, service frequency, infrastructure deficiencies, TCRs or other factors affecting the reliability of the connection. **Minimum connection times should not be determined unilaterally by station managers.**

Furthermore, there is a **potential conflict of interest**. In several Member States, stations continue to be managed by the state-owned incumbent railway operator or by an affiliated entity, sometimes without full legal separation. Although Article 13(3) of Directive 2012/34/EU requires organisational and decision-making safeguards, it does not require station managers to be legally separate from incumbent operators.

The experience of ALLRAIL members shows that, where station facilities are controlled by an incumbent operator or an affiliated entity, new entrants may be exposed to discriminatory or anticompetitive treatment. In this context, minimum connection times could be set in a manner that makes connections involving competing operators appear less attractive, less reliable or commercially unavailable.

The revised Regulation should therefore **require the consultation of all rail operators** providing the relevant connecting services and ensure that their operational concerns are duly considered. **Decisions on minimum connection times must be objective, transparent, proportionate, and non-discriminatory.**

Night trains illustrate why **service-specific operational factors must be taken into account**. As most night-train routes operate only once per day, a missed connection may result in a delay of up to 24 hours, an unplanned hotel stay and the passenger failing to reach their destination on the intended day.



A sufficiently generous connection buffer is therefore essential. Where a daytime feeder service connects with a night train under a Single Ticket, the minimum connection time could generally be set at no less than 60 minutes. This would give passengers a more realistic opportunity to complete the connection and significantly reduce the risk of missing the overnight service.

The current **Telematics TSI provides insufficient guidance on the methodology for determining minimum connection times**. ALLRAIL therefore considers that the Regulation should empower the Commission to adopt an implementing act establishing common principles, criteria, and calculation methodologies.

The implementing act should clearly define the respective roles and responsibilities of station managers, public transport authorities and, in particular, the rail operators providing the connecting services.

Minimum connection times **should not always be determined solely by reference to station layout, walking distances or the technical characteristics** of the services concerned.

Where appropriate, a reasonable and proportionate journey-protection buffer should also be applied, taking account of the frequency and operational characteristics of the connecting services, as well as the likely consequences of a missed connection. **This is particularly important for connections involving night trains, infrequent services, or networks subject to recurring disruption.**

The methodology should take account of factors including:



- interchange distances, station layout, and accessibility.



- the frequency of the connecting service and the consequences of a missed connection – i.e. night-trains.



- the average historical punctuality and delay data periods on the relevant routes and networks.



- the specific operational characteristics of the services concerned.

The criteria for determining whether a connection is valid must not be left undefined. A common, transparent, and enforceable methodology is essential to provide legal certainty, ensure that connections are reliable in practice and guarantee the fair and non-discriminatory treatment of all rail operators.



Coherent interpretation between Article 12 and Article 18

The proposed revision of the Regulation should more clearly define the relationship between the new liability principle proposed in Article 12(2) and the existing obligations under Article 18.



Article 18 has not been amended and appears to remain linked to the existence of a **single transport contract or through-ticket**. By contrast, the proposed Single Ticket framework may cover a journey comprising **several separate transport contracts**.

When a Single Ticket is made up of a through-ticket, there is a clear obligation to take the passenger to the final destination, i.e. the destination of the final leg.

However, where the Single Ticket is made up of several separate transport contracts, the definition of *final destination* is unclear. It could be interpreted as the final destination of the individual transport contract's leg and does not include of subsequent legs of the journey which are covered by different transport contracts. This uncertainty has consequences, particularly when a missed connection may result in a delayed arrival at the final destination.

Under Article 18, the obligation to offer reimbursement or rerouting arises triggers when it is reasonably expected that the passenger will reach their final destination with a delay of 60 minutes or more.

However, this trigger clause does not consider situations where the initial delay that may be less than 60 minutes but still causes a missed connection. Cascading from these missed connections, and the availability of onwards services, the experienced delay at the final destination may be more than 60 minutes. The consequence of a missed connection or an improperly decided Minimum Connection Time could therefore have large ramifications, particularly for capital deficient small rail operators.

This mismatch of definitions, of trigger clauses for Article 18, and lack of consideration for a combination of transport contracts, rather than a through-ticket, means that the interpretation and extent of obligations could vary from situation to situation.

Therefore, ALLRAIL considers that the final text should **ensure consistency between Articles 12 and 18, while making journey continuation a key priority**.

It should also provide a legal framework regarding the cooperation and coordination channels between operators and ticket vendors in cases of rerouting and journey continuation.



Article 19 – Delay Compensation

Delay compensation should remain linked to the railway service for which the responsible railway operator has received the fare and whose performance it can control. **Extending compensation liability to the entire chain of services is neither necessary to guarantee journey continuation nor proportionate.**

Delay compensation is fundamentally a price-based remedy linked to the performance of a transport service. Under the existing logic of Regulation (EU) 2021/782, compensation is calculated as a percentage of the fare paid for the delayed service. Article 19 currently provides for compensation of 25% for delays of 60–119 minutes and 50% for delays of 120 minutes or more, and Article 19(3) expressly links the calculation to the price actually paid for the delayed service.

1

Compensation could become disproportionate to the value of the service provided by the responsible operator. For example, an operator providing a €15 regional or feeder service could cause a missed connection with a €120 long-distance service. If the passenger subsequently arrives more than two hours late, compensation calculated against the whole €135 journey could reach €67.50. The first operator could therefore be required to pay several times the revenue it received from that passenger, even in cases where the delay was not caused by the operator.

2

This creates uncertainty for smaller open-access operators. New entrants frequently operate individual routes rather than large national networks and generally have significantly less ability to absorb unpredictable network-wide liabilities. They cannot control the fares charged by another operator, the number or value of onward journeys sold with their services, or the commercial composition of the single tickets assembled by ticket vendors.

3

The problem is even more acute for operators providing services under Public Service Obligations. A PSO operator often operates within a contract where fares, service levels, remuneration and financial risk have already been defined by the competent authority. The operator may have little or no ability to increase fares or revenues in response to a new EU-level liability.

Moreover, the financial exposure would depend partly on journeys outside the PSO contract: which onward trains passengers' book, what those trains cost, and how ticket vendors combine the PSO service with commercial services.



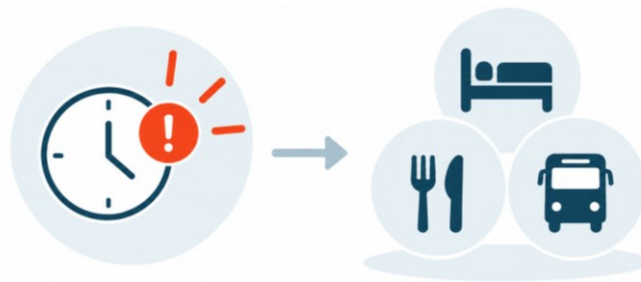
Such risks are extremely difficult to price during a competitive tender. Bidders would either have to assume an unknown contingent liability or include a risk premium in their bids. Ultimately, this could **increase the cost of PSO contracts to public authorities and taxpayers.**

The principal consumer problem identified by the Passenger Package is that a passenger can miss a connection and then find that no operator accepts responsibility for enabling them to continue their journey. The Commission itself identifies the lack of protection against missed connections as a central rationale for the proposal.

Delay compensation liability should therefore remain limited to the actual service delayed and should not extend beyond the service that was actually operated by the liable party.

Article 20 – Passenger Assistance under Single Tickets

Article 20 imposes a range of passenger-assistance obligations where a rail service is delayed. Read together with the proposed wording of Article 12, the Regulation could require the rail operator whose delay causes a missed connection within a multi-operator journey to bear the costs of journey continuation, delay compensation, and passenger assistance throughout the remainder of the journey.



This burden is **especially significant where the journey includes the final connection of the day or a night train.** A relatively short delay to an earlier service may cause the passenger to miss that connection, generating substantial costs for accommodation, catering, alternative transport, and other assistance. **These costs may be far greater than the value of the service provided by the operator responsible for the initial delay.**

The Regulation should therefore clearly **establish how assistance obligations are to be allocated, coordinated and fulfilled in practice.** Requiring one operator to assume responsibility for assistance and compensation throughout an entire complex cross-border journey could impose a disproportionate financial and operational burden, particularly on smaller rail operators that may have no commercial presence, personnel or contractual partners at the location where assistance must be provided.

At the point where a night of accommodation is needed, **the operator present should take care of the passenger and assist them** in continuing their journey. Subsequently, redress should take place. The allocation of responsibility should be proportionate, operationally workable and accompanied by effective mechanisms for coordination.



The Regulation must also address situations in which a delay caused by one rail operator leads to a missed connection, while subsequent services operated by other operators are themselves delayed, cancelled, or otherwise disrupted. In such cases, the **rules should clearly determine how the responsibility for assistance is allocated**.

ALLRAIL therefore proposes **proportionate limits on and division of costs for the assistance obligations** arising from a missed connection under a Single Ticket. In determining those limits, the Regulation should also take account of the **availability of recourse and compensation** for rail operators where the underlying delay is attributable to the infrastructure manager.



Responsibility should reflect the actual contribution of each operator to the passenger's final delay and the resulting costs. The operator responsible for the initial disruption should not automatically be required to bear all costs arising from subsequent delays or disruptions that were independently caused by other operators or third parties.

Infrastructure managers must also bear responsibility for delays attributable to them

ALLRAIL considers it essential **that infrastructure managers be expressly recognised as relevant parties within the liability framework**. Where a delay is attributable to the infrastructure manager, the resulting costs should be allocated accordingly under the contract for the use of railway infrastructure and the applicable international liability rules.

This is not a marginal issue. Infrastructure failures, traffic-management decisions, engineering works, and other infrastructure-related events **account for a substantial share of primary delays** and may also generate extensive secondary or knock-on delays across the network.

Although national delay-attribution systems differ and the available data are not always directly comparable, the evidence clearly indicates that **infrastructure managers may be responsible for a significant proportion of the costs** incurred by rail operators in meeting passenger-compensation, assistance, and rerouting obligations.³

³ For instance, according to the French Regulator ART, delays due to infrastructure count around 43 per cent. In Germany, delays due to infrastructure related issues account for similar levers. See: Autorité de Régulation des Transports (ART), Rail Market in France in 2022 – Main Report, March 2024, p. 22, Figure 34. The report attributes 45% of passenger-train delays to railway operators and 42% to infrastructure managers.



The Commission and the co-legislators should therefore coordinate with OTIF and the Member States to clarify the relationship between the revised Rail Passenger Rights Regulation and the CIV⁴ and CUI⁵ Uniform Rules.

Article 8 of the CUI Uniform Rules provides for the liability of an infrastructure manager for pecuniary loss suffered by a carrier as a result of compensation payable by that carrier under the CIV Uniform Rules in certain cases. This may include compensation, assistance and rerouting costs incurred by rail operators where the underlying delay is attributable to the infrastructure manager.

The revised Regulation should preserve and **reinforce this causer-pays principle** by ensuring that rail operators have an effective right of recourse against infrastructure managers for passenger-rights costs arising from infrastructure-related disruption.

Some Member States have already implemented the causer-pays principle more effectively. In Sweden, legislation in force since 2018 allows rail operators to recover passenger-compensation and assistance costs from the infrastructure manager where the underlying delay is attributable to infrastructure-related deficiencies.⁶ This mechanism also supports the operation of Sweden's national Resplus through-ticketing framework.

The revision of the Rail Passenger Rights Regulation should therefore be used to strengthen the practical application of the causer-pays principle across the Union. Rail operators should not be required to bear the full financial consequences of delays attributable to infrastructure managers, particularly where they must also provide affected passengers with journey continuation, rerouting, assistance, or compensation.

A clear and effective right of recourse against infrastructure managers would ensure a fairer allocation of liability, strengthen incentives to improve infrastructure performance and ensure that the **costs of passenger protection are ultimately borne by the party responsible** for the disruption.

Liability in Journeys Involving Night Trains



As previously highlighted, ALLRAIL considers that the liability framework should be adapted to reflect the **specific operational and commercial characteristics of night-train services**.

Night trains generally operate at low frequencies, often only once per day, and depend on complex cross-border operations

⁴ See Article 32 of the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV – Appendix A to COTIF), which establishes carrier liability for losses arising from train cancellations, delays or missed connections, including reasonable accommodation costs where the passenger cannot reasonably continue the journey on the same day.

⁵ See Article 8 §1(c) of the Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Appendix E to COTIF), which provides for infrastructure-manager liability for pecuniary losses resulting from compensation payable by a carrier under the CIV Uniform Rules, where the loss originates in the infrastructure.

⁶ See Swedish Government, Government Bill 2017/18:62: A New Rail Transport Act (Ny järnvägstrafiklag), and Sections 9–10 of the Swedish Rail Transport Act (2018:181), which entered into force on 1 July 2018. The Act gives railway carriers a right of recourse against the infrastructure manager for financial losses arising from their statutory passenger-compensation obligations, insofar as those losses are attributable to the railway infrastructure.



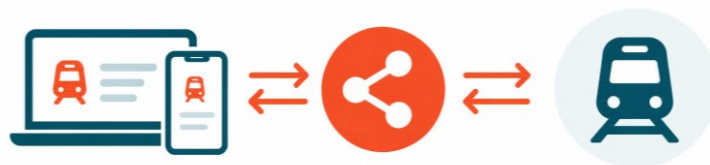
over long distances. They are therefore particularly exposed to disruption caused by infrastructure failures, engineering works, border procedures, pathing conflicts, and delays originating elsewhere on the network. At the same time, **the night-train market cannot absorb unlimited liability** arising from journeys involving several operators and separate transport contracts.

A missed connection to a night train may generate substantial accommodation, assistance, rerouting, and compensation costs. Conversely, a delayed night train may affect several onward services scheduled many hours after its original departure. Without proportionate safeguards, **a night-train operator could become liable for costs extending far beyond the service that it sold or operated and for risks largely outside its control.**

ALLRAIL therefore considers that compensation and assistance liability arising under a Single Ticket should be subject to **a targeted exemption or, at a minimum, an appropriate cap** where the journey involves a night train.

Such an exemption or cap would preserve meaningful protection for passengers while ensuring that the liability imposed on night-train operators remains proportionate to the value of the transport service, the risks within their control and the economic realities of the night-train market.

Necessary Data Exchange Between Ticket Vendors and Rail Operators for Single Tickets



Effective implementation of the Passenger Package requires data exchange between railway operators, ticket vendors, and other parties involved in the passenger's journey.

All relevant actors should be able to identify and manage the complete journey covered by a Single Ticket, while strictly respecting the principles of data minimisation, proportionality, and protection of commercially sensitive information.

When a Single Ticket covers services operated by several railway operators, **each railway operator concerned should receive sufficient information to understand what role it plays in the journey, and which other services are involved.**

Ticketing platforms should therefore only share the operational and contractual information necessary to enable the participating operators to fulfil their obligations towards the passenger, particularly in cases of disruption, missed connections, rerouting, reimbursement, or compensation.

A useful reference is the approach applied in **Sweden under the Resplus system**, where the operators participating in a combined journey can be informed of the wider travel



chain rather than seeing only the individual segment that they operate. A similar principle could be applied to Single Tickets in the EU.

The information exchanged could therefore include, where necessary:

- ▶ the services and journey legs forming part of the Single Ticket.
- ▶ the relevant train numbers, stations and scheduled departure and arrival times;
- ▶ the sequence of the different journey legs and the relevant connecting services;
- ▶ **a common booking, journey or ticket identifier enabling the different parties to identify that the passenger is travelling under a Single Ticket (CIV code, for example);**
- ▶ information necessary to identify and assist the passenger in the event of disruption, including information on missed connections and any rerouting already arranged;

At the same time, **the sharing obligation should not extend beyond what is objectively necessary for the performance and protection of the Single Ticket journey.**

Railway operators should not be required to disclose commercially sensitive information to competing operators or ticketing platforms where that information is not necessary for these purposes.

Information such as **commercial pricing strategies, yield-management data, detailed occupancy or load-factor information, revenue data, customer segmentation, or other commercially confidential information should remain protected**, unless a specific element is strictly necessary to issue or manage the passenger's ticket.

The regulatory framework should therefore establish a clear distinction between **data necessary for journey continuation and passenger protection**, which should be shared on transparent and non-discriminatory terms, and **commercially sensitive data**, which should remain confidential.

In this respect, the Regulation should establish the basis for EU-wide coordination between operators and ticket vendors. **This should provide a practical framework for making journey continuation operational, including the exchange of key data needed for potential rebooking and the enforcement of journey continuation principles across all rail operators** and all types of services, particularly those for which seat reservations are compulsory.

