

Recommendations on the Enforcement of Passenger Rights in the Context of Multimodal Journeys

Joint Industry Position Paper

The International Air Transport Association (IATA), Airlines for Europe (A4E) and the European Regions Airline Association (ERAA) support the objective of enabling passengers to benefit from more seamless multimodal journeys across Europe. Better integration between air, rail, bus and maritime services can improve connectivity, widen consumer choice and support more efficient mobility.

The limited availability of integrated multimodal offers reflects the significant operational, commercial and legal complexity of combining different modes of transport. In particular, multimodal services require providers to address complex questions concerning connections, liabilities and the allocation of risk between independent operators. In light of this, legislation should strive to make it easier for such multimodal offers to develop. Policymakers must avoid adding extra complexities and compliance burdens that would disincentivize this developing business model that offers citizens greater choice and optimal combination of different modes of transportation.

The proposed Regulation on passenger rights in the context of multimodal journeys should therefore be guided by the following principles.

1. Passenger rights must reflect the contractual reality of the journey (Art. 2 – 3)

Rights and obligations should be based on the contracts concluded between carriers and with the passenger, not simply on how tickets are presented or paid for.

A single multimodal contract, under which successive services form part of an integrated contractual offer, provides a clear basis for allocating responsibilities and protecting passengers in the event of disruption. The same cannot be assumed where a passenger, carrier or intermediary merely combines otherwise independent tickets.

Separate tickets should consequently remain subject to the passenger-rights rules applicable to each individual transport mode. In many cases, the operators concerned will have no knowledge that their respective services have been combined into a wider journey. Imposing responsibility for connections or services of which an operator is unaware would create legal uncertainty without delivering reliable protection for passengers.

Similarly, the definition of a combined multimodal ticket should reflect the underlying contractual arrangements and the actor that combines and sells the services. A single payment should not, by itself, transform separate ancillary or mobility services into an integrated multimodal product.

- ✓ The Council mandate to **exclude separate transport contracts purchased through separate means of payment from the scope of the proposal should be retained.**
- ✓ We support the Council's definition of "combined multimodal tickets" but further clarifications are required. The criterion for defining a combined multimodal ticket should be the underlying **contract situation**, rather than the payment method. The scope of obligations applicable to **combined multimodal tickets** should be clarified to preserve the application of **sectoral passenger rights rules to each individual leg** and avoid introducing additional multimodal liability for compensation, rerouting or assistance.

2. Responsibilities must lie with the party that controls the relevant part of the passenger journey, with information obligations being practical, proportionate and technically feasible (Art. 5)

Transport providers cannot reasonably be expected to assume risks or liabilities arising from circumstances over which they have no control. If responsibilities are not allocated to the provider best placed to manage the corresponding risk, businesses will have little incentive to develop or offer integrated multimodal products, ultimately limiting consumer choice and market growth.

A fundamental principle of the Regulation should be that obligations are assigned to the party that has the information, contractual relationship and operational ability necessary to fulfil them.

The seller is the passenger's point of contact during the booking process and should therefore be responsible for providing clear pre-contractual information. This includes explaining the nature of the product, the protection associated with it and whether the seller has a commercial relationship with the carriers whose services it offers.

Carriers should be responsible for information concerning their own operations. They should not be expected to provide real-time information, connection guidance or fare comparisons concerning another transport operator where no contractual or technical relationship exists. An airline may not know that its flight has been combined by a third party with a rail, bus or maritime service, and it cannot reliably communicate information about services over which it has no control.

Overly prescriptive requirements introduced before the necessary commercial and technical infrastructure exists could discourage operators from developing new multimodal products. Any requirement to share information with the passenger should therefore:

- relate to information held or controlled by the party concerned;
- be limited to what is necessary for the passenger's journey;
- recognise technical and operational constraints;
- respect commercial confidentiality and data-protection requirements;
- avoid duplicating obligations imposed by existing passenger-rights legislation; and
- allow reasonable compensation for the cost of providing data access.

- ✓ **Intermediaries have to inform passengers if they have a commercial relationship with the air carrier** on whose behalf they are selling the ticket. They should also be required to inform carriers that they are acting as an intermediary, at least in the case of combined tickets.

- ✓ The requirements for carriers to provide information on the “fastest trip for the multimodal journey” and “all available fares”, while “highlighting the lowest fares”, are not practical in all circumstances and can mainly be ensured for single contracts. **In the absence of a contractual relationship with an intermediary, extensive information-sharing obligations may not be feasible, particularly for combined tickets. The information to be provided to passengers before and during the multimodal journey should therefore be limited to what is practically feasible.**

3. Reselling and data access should be based on an authorised commercial relationship (Art. 6)

A contractual agreement should be required before an intermediary can resell a carrier’s services as part of a multimodal offer and obtain continuous access to the carrier’s travel information.

Commercial agreements provide the framework through which the parties can establish technical standards, data-protection safeguards, service expectations and procedures for disruption management. Requiring carriers to give continuous access to any intermediary following a one-off request would undermine their ability to protect distribution systems, passenger data and the integrity of their services.

Intermediaries should identify themselves to carriers when they make bookings on behalf of passengers. They should also inform passengers clearly when they do not have an authorised commercial relationship with the relevant carrier.

These safeguards would not prevent innovation or competition. On the contrary, they would create the trust and accountability necessary for genuine multimodal products to grow. In the absence of an authorised relationship, the intermediary that independently combines transport services should remain responsible for the additional protection it promises or is required to provide.

- ✓ The clarification in the Council mandate **limiting access to travel information to cases where a contract or other arrangement exists must be retained.**

4. Reimbursement and re-routing obligations must be operationally deliverable (Art. 7)

The scope of reimbursement and re-routing obligations under the multimodal Regulation should be kept limited to single multimodal contracts, where operators have established the commercial and operational arrangements necessary to protect connections.

Carriers should be required to make reasonable efforts to offer suitable re-routing under comparable conditions, only using operators with which the necessary contractual and technical arrangements are in place.

The framework should also distinguish between reimbursement, which is generally handled by the entity that received the payment (e.g. contracting carrier), and immediate assistance, which is most effectively delivered by the operating carrier at the point of disruption. When it comes to responsibility for reimbursing the passenger in case of a missed connection in the multimodal journey due to a delay/cancellation in the previous leg of the journey, we would therefore support the inclusion of both contracting and operating carriers to safeguard the commercial freedom between partnering carriers.

- ✓ The scope of **the reimbursement and re-routing obligations should be limited to single multimodal contracts, cover both contracting and operating carriers, and apply only to the same means of transport as those covered by the original booking (e.g. an air-rail journey), provided that a contractual relationship exists between the operators involved.**

5. Reimbursement should follow the flow of payment (Art. 8)

The revision of the enforcement of passenger rights has already tackled the issue of reimbursement when booking through an intermediary and harmonization should be ensured. Yet, more can be done to ensure that the reimbursement process is governed by a clear “follow the money” principle, where each party reimburses the amount it actually received.

Where a passenger purchases a journey through an intermediary, the intermediary is the party that knows the total amount charged to the passenger, including its own service fees or mark-ups. The carrier will generally know only the amount transferred to it for the transport service.

Accordingly:

- the intermediary should reimburse the passenger for the total amount paid to it;
- the carrier should reimburse the intermediary only for the amount the carrier received;
- fees imposed independently by an intermediary should not become a liability for the carrier; and
- alternative reimbursement arrangements should remain possible where the parties have contractually agreed to them.

This approach supports payment traceability, allows reimbursement through the original payment method, prevents unnecessary administrative complexity, reduces fraud and anti-money-laundering risks, and helps prevent duplicate payments. It also provides passengers with a clear point of contact: the entity through which they made the booking and payment.

Intermediaries that receive a reimbursement from a carrier but fail to transfer it to the passenger within the applicable deadline should face effective enforcement and penalties. Carriers should not be required to pay twice because an intermediary has failed to fulfil its obligations. In parallel, National Enforcement Bodies (NEBs) should also have the right to investigate non-diligent intermediaries.

- ✓ **The intermediary shall be liable for reimbursing passengers the full cost of the contract, including the cost of the tickets and any intermediation fees, unless alternative reimbursement arrangements have been contractually agreed. The carrier shall be liable for reimbursing the intermediary only the amount it has received from each of them, excluding intermediation fees** – particularly when these have been charged without the knowledge of the carrier.
- ✓ **The obligation to inform passengers whether the carrier agrees to process the reimbursement through the intermediary should lie with the intermediary**, in line with the agreement reached under the enforcement of the Passenger Rights Regulation (Article 8a(1)).

6. Liability must be fair, proportionate and consistent with existing law (Art. 10)

Multimodal passenger rights should complement, rather than conflict with, the established liability regimes governing individual transport modes and international air carriage.

Compensation should not be payable where a missed connection results from extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken; the passenger’s own actions, including failure to present themselves on time; or the actions of third parties beyond the carrier’s control, where the consequences could not reasonably have been prevented.

The Regulation must also respect the liability limits and rules established by applicable international conventions, including the Montreal Convention 1999. Introducing overlapping or unlimited liability for mobility equipment or assistive devices would create uncertainty for passengers, carriers and insurers.

- ✓ We urge negotiators to **maintain consistency with existing passenger-rights principles and avoid imposing strict liability on operators for circumstances they neither caused nor controlled.**
- ✓ We support the Council mandate to delete Article 10 altogether. Alternatively, we call on negotiators to clarify the cases in which compensation is not due, in line with existing legislation.

7. Accessibility rules must deliver effective assistance while respecting safety requirements (Art. 12-16)

We urge the co-legislators not to impose onerous requirements in a multimodal context and to focus such requirements mainly on single multimodal tickets, where carriers can apportion the liability and responsibility between them based on a legal relationship.

Effective assistance depends on timely information, coordination between operators and recognition of the distinct operational, infrastructure and safety requirements of each transport mode.

To achieve this, the Regulation should also:

- Use clear and consistent terminology concerning passengers with disabilities and accessible travel needs, in line with Reg. 1107/2006, require passengers to provide assistance needs at booking or at least 96 hours in advance for multimodal journeys;
- Require advance notification of recognised assistance dogs and mobility aids;
- Establish a common definition of a “recognised assistance dog”, in line with the definition adopted in the enforcement proposal; remove or limit the new compensation obligation for assistance dogs, as it goes beyond current sector-specific passenger rights requirements;
- Reintroduce a liability cap for damaged or lost mobility equipment, in line with the Montreal Convention and existing EU rules;
- Preserve the application of aviation safety and security requirements, by stating that carriers “may refuse” to accept a reservation or issue a ticket if it is necessary to comply with national law or safety regulations;
- Leave to the carriers to decide how they engage with representative organisations of PRMs;
- Preserve current allocation of responsibilities under Regulation (EC) No 1107/2006 and avoid infrastructure-related obligations being unintentionally shifted to airlines through the multimodal framework. In particular, responsibility for the provision of assistance within airports, terminals and other transport infrastructure should remain with the relevant infrastructure manager.

Where an accompanying person is required to comply with binding safety rules, this should not be characterised as a discretionary commercial decision by the airline. Any policy requiring additional seats to be provided free of charge should be accompanied by an appropriate funding mechanism, particularly given the disproportionate impact such a requirement would have on regional carriers operating smaller aircraft and providing essential connectivity, where both the number and proportion of passengers requiring assistance usually are significantly higher.

Conclusion

A successful multimodal passenger-rights framework must be workable for transport operators, enforceable against all market participants, and clear for passengers.

Therefore, we call on the European Parliament and the Council to reflect the 10 following recommendations in the Regulation:

- link passenger rights to clear contractual relationships;
- exclude independently purchased separate tickets from its scope;
- clarify the definition of "combined multimodal tickets";
- assign obligations to the party with the information and ability to fulfil them;
- require an authorised relationship for resale and continuous data access;
- limit multimodal reimbursement and re-routing obligations to workable contractual arrangements;
- apply the "follow the money" principle to reimbursements;
- ensure intermediaries remain responsible for refunding intermediary fees they have charged;
- align provisions on intermediaries with Enforcement of Passenger Rights text (i.e. (e.g., allow alternative voluntary agreements for refunds, information from the intermediary to carrier and to the passenger prior to booking) and align liability with existing EU and international legal frameworks;
- support accessibility through timely notification, coordination and respect for safety rules.

These principles would give transport operators the confidence to develop the integrated multimodal services Europe wants to encourage while providing passengers with meaningful protection.