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# **General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)**

Applicable with effect from 7 June 2023



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## Preamble

The purpose of the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) is to ensure that uniform contractual conditions are applied to international and domestic passenger traffic by rail, insofar as this is feasible and appropriate.

The text of the GCC-CIV/PRR and the list of undertakings derogating from them are shown on the CIT website [www.cit-rail.org](http://www.cit-rail.org). As a general rule, they may also be consulted at the sales points of those undertakings which provide customer advice.

## 1 Participation

- 1.1 Every transport undertaking which is a member of the CIT is to be a party to the GCC-CIV/PRR provided it has not withdrawn from them or made a reservation against them.
- 1.2 A transport undertaking which is not a member of the CIT may adhere to the GCC-CIV/PRR at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR is to take effect for it on the first day of the second month after it has been notified to the other participants.
- 1.3 Withdrawals from the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Reservations against the application of particular chapters of the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Withdrawals and reservations must be sent to the CIT General Secretariat in writing.
- 1.4 Withdrawals and reservations may be withdrawn at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR or the chapter takes effect for the undertaking in question on the first day of the second month after it has been notified to the other participants.

## 2 Conditions of carriage

- 2.1 The GCC-CIV/PRR cover general issues concerning the contractual relationship between passengers and carriers. Conditions which derogate from the GCC-CIV/PRR ([point 2.2](#) below) or which only apply to particular routes, particular types of trains or particular offers are covered by the special conditions of carriage.
- 2.2 The special conditions of carriage may derogate from the GCC-CIV/PRR. If the special conditions of carriage do derogate from the GCC-CIV/PRR they are to mention the paragraph and the point of the GCC-CIV/PRR from which they derogate explicitly. Any derogation in the case of [points 10.1, 10.2, 10.3.1, 10.3.4, 10.4, 10.5, 11, 12, 13, 14, 15](#) GCC-CIV/PRR, may only be in favour of the passenger, unless the Passengers' Rights Regulation (PRR) is not applicable (in non-Member States of the European Union (EU) or on exempted rail services within the EU).
- 2.3 Both the GCC-CIV/PRR and the special conditions of carriage become integral parts of the contract of carriage on its conclusion ([point 4.2](#) below).

## 3 Statutory basis

- 3.1 The carriage of passengers by rail is subject to the following provisions in so far as they are applicable or agreed on a contractual basis:
  - a) the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail ([CIV](#) - Appendix A to COTIF) and the Regulation concerning the International Carriage of Dangerous Goods by Rail ([RID](#) – Appendix C to COTIF), and/or
  - b) [Regulation \(EU\) 2021/782](#) of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations (PRR), and/or
  - c) national law.

- 3.2 When carriage of passengers being the subject of a single contract of carriage includes carriage by air, road, inland waterway or sea as a supplement to carriage by rail, each transport mode is subject to the provisions governing that mode in so far as they are applicable or agreed on a contractual basis, without prejudice to the Articles 1 and 31 [CIV](#).

#### **4 Contract of carriage**

- 4.1 The contract of carriage obliges the carrier(s) taking part in the performance of the contract of carriage to carry the passenger from the place of departure to the place of destination.
- 4.2 Contracts of carriage consist of:
- a) the GCC-CIV/PRR;
  - b) the carrier(s) special conditions of carriage; and
  - c) the specific data indicated on the ticket ([point 5.1.3](#) below).

In the event of conflict between the GCC-CIV/PRR and the special conditions of carriage, the latter take precedence over the former. In the event of inconsistencies in the special conditions of carriage, the condition more favourable to the passenger is to apply.

- 4.3 Contracts of carriage are confirmed by tickets, either in the form of traditional paper tickets or as e-tickets. Tickets act as prima facie evidence of the conclusion and content of the contract of carriage.
- 4.4 One ticket represents one contract of carriage except for the cases covered in [points 4.5, 4.6](#) and [4.7](#) below.
- 4.5 A ticket or tickets, purchased in a single commercial transaction from a railway undertaking, shall constitute a through-ticket, except if it is mentioned on the tickets, or on another document or electronically in such a manner that allows the passenger to reproduce the information for future reference, that the ticket or the tickets represent separate transport contracts, and the passenger was informed of it prior to the purchase.
- 4.6 A single commercial transaction means the purchase of one or more tickets at the same time and through the same distribution channel according to the carrier's timetable proposal, leading to one single payment.  
It does not constitute a single commercial transaction if, despite respecting the single payment obligation:
- a customer for an intended entire journey autonomously splits this entire journey into separate journey segments and/or
  - does not respect the connection time between the individual journey segments proposed in the timetable offer.
- 4.7 Transfer between railway stations, for example in the same conurbation by transport modes other than rail (bus, tram, metro, taxi, bicycle), or on foot, does not form part of the contract of carriage by rail and is performed in accordance with the law applicable to the transport mode in question.
- 4.8 Carriage by another mode of transport before or after carriage by rail, or between two rail transport services, is subject to a single contract of carriage only if it is represented by one ticket, without prejudice to [point 4.5](#) and [4.6](#), or if it is provided for in the special conditions of carriage of the carrier(s) concerned.

## 5 Tickets and reservations

### 5.1 In general

- 5.1.1 Carriers or their associations determine the design of tickets and the languages and characters to be used to print and fill them out.
- 5.1.2 E-tickets are subject to special conditions of carriage. The details contained in the e-ticket can be transformed into legible written symbols.
- 5.1.3 As a rule, tickets are to indicate the carrier(s) taking part in the performance of the contract of carriage, the issuer of the ticket, the route, the fare, the period of validity of the ticket, the conditions of carriage applicable and, where appropriate, the name of the passenger, the date of travel, the train number and the accommodation reserved. Issuers and carriers are generally identified by codes, a list of which is available on [www.cit-rail.org](http://www.cit-rail.org).
- 5.1.4 The special conditions of carriage specify the conditions under which reservations may be optional or compulsory.
- 5.1.5 The special conditions of carriage specify the conditions and arrangements for reductions (e.g. for children, groups, etc.).
- 5.1.6 Passengers shall be entitled to take bicycles on board the train, where appropriate for a reasonable fee, subject to the limitations for safety or operational reasons, in particular as a result of capacity limits applicable during peak hours, or where rolling stock does not permit it or if the carrier decides to restrict the carriage of bicycles based on the weights and dimensions of the bicycles concerned.

### 5.2 Purchase

- 5.2.1 Tickets are sold either directly by the carrier's sales points or indirectly by authorised sales points. Where carriers who are not taking part in the performance of the contract of carriage or third parties (e.g. travel agencies) sell tickets, they act as agents and accept no liability resulting from the contract of carriage.
- 5.2.2 Where there is no ticket office or no accessible ticketing machine in the station of departure and no other accessible means to purchase a ticket in advance, passengers with disabilities shall be permitted to buy tickets on board the train at no extra cost. Carriers may limit or deny in their special conditions of carriage this right on justifiable grounds related to security or compulsory train reservation. Where there is no staff on board the train, the carrier shall advise the persons with disabilities whether to purchase the ticket and if that is the case, inform them on how to purchase the ticket.
- 5.2.3 Tickets which are not made out in the passenger's name are transferable if the journey has not begun. Tickets must not be sold for profit by passengers.
- 5.2.4 If the fare can be paid for in a currency other than the national currency of the carrier or other than a currency used by the carrier, details of the currency and the rate of exchange are to be published in accordance with the carrier's conditions.
- 5.2.5 Conditions for the return and exchange of tickets and refunds of fares – except in the case of train cancellations or delays ([point 10.1.1](#) below) – are determined by the carriers' special conditions of carriage which state any charges payable. As a rule, exchange is treated as cancellation of the original contract of carriage and conclusion of a new one. Return, exchange or refund of tickets which are illegible or damaged may be refused. Refunds will be made using the same method used for payment for the ticket or, if appropriate, as a voucher.
- 5.2.6 Subject to the national law applicable, passengers who abuse the e-ticketing systems may not be permitted to continue to use e-ticketing systems and home printing functions.
- 5.2.7 Lost or stolen tickets will neither be replaced nor refunded.

## **6 Passengers' obligations**

### **6.1 Before the journey**

- 6.1.1 Passengers must pay fares in advance and ensure that tickets are made out in accordance with their instructions.
- 6.1.2 Unless specified otherwise in the special conditions of carriage, passengers are not entitled to any reduction in the fare once the ticket has been purchased.
- 6.1.3 The special conditions of carriage specify if passengers must validate tickets themselves before boarding.
- 6.1.4 Tickets are not valid if any endorsements which passengers are required to make are missing, if passengers have failed to validate their tickets as required or if the tickets have been altered after issue or falsified. The special conditions of carriage specify the procedure to be adopted in these cases.
- 6.1.5 If the electronic data or the security certificate in e-tickets is not readable, passengers have to purchase new tickets. Passengers may send these e-tickets to the issuer for resolution or refund.
- 6.1.6 The special conditions of carriage specify if and under what conditions children may travel alone.

### **6.2 During the journey**

- 6.2.1 Passengers must board trains before the departure time shown in the published timetable so that trains can depart on time. If passengers do not board before the departure time of the train or, where appropriate, within the time period preceding departure and shown in the special conditions of carriage, travel on the train will not be guaranteed.
- 6.2.2 Passengers must hold tickets valid throughout the whole journey. Passengers must show tickets to rail staff on demand and retain them until leaving the destination station. Passengers without valid tickets may have to pay a surcharge in addition to the fare itself, failing which they may be required to discontinue their journey.
- 6.2.3 Passengers with special tickets (e.g. made out in the passenger's name, issued at a reduced fare, e-tickets, or tickets paid for in particular ways) must be able to prove their identity and entitlement at any time in accordance with the special conditions of carriage.
- 6.2.4 Rail staff may retain tickets for audit purposes. In these cases, passengers are given replacement tickets or receipts.
- 6.2.5 Subject to the special conditions of carriage, passengers may not break and resume their journeys at will.
- 6.2.6 Tickets entitle passengers to carriage in the class of travel indicated and to the accommodation which the passenger has reserved (if any). The special conditions of carriage cover cases where only a lower class of travel is offered over a section of the journey. Reserved accommodation must be claimed within fifteen minutes of departure of the train from the station from which the reservation was made or the passenger may lose his claim to the accommodation.
- 6.2.7 Passengers may only occupy one seat. Accommodation reserved for persons with reduced mobility or for families with children is to be given up.
- 6.2.8 Passengers must follow instructions given by the carriers' staff, the station managers' staff and the infrastructure managers' staff. In particular, passengers must observe the regulations for the use of premises and facilities and any special conditions for accessing trains.
- 6.2.9 Passengers must observe all customs regulations, police and health authority regulations and the regulations of other administrative authorities, including visa requirements. If the carrier bears the costs for return, or a (possible) stay preceding the return, of passengers without valid entry documents, the carrier retains the right to take recourse against such passengers. Vis-à-vis such



passengers, the carrier can refuse to refund the unused parts of the tickets for their initially planned journey based on the special conditions of carriage.

- 6.2.10 Passengers may not smoke in areas where smoking is not permitted even if other passengers consent.
- 6.2.11 Carriers may penalise the misuse of alarm and emergency equipment in accordance with the national law applicable.
- 6.2.12 Passengers who present a risk to the safety of operations or other passengers, or who inconvenience other passengers in an unacceptable manner, may be excluded from carriage and will not be entitled to a refund of their fare.

## **7 Hand luggage**

- 7.1 Passengers may take hand luggage with them. The hand luggage must be easy to handle, associated with a purpose of their journey and capable of being fitted into luggage spaces. Passengers must supervise their hand luggage and label it if required by the regulation. Hand luggage must not inconvenience other passengers or rail operations, nor cause damage, for example, to other passengers, other hand luggage or rail equipment. The special conditions of carriage specify the penalties that may be applied in these cases.
- 7.2 The Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF) and in particular [point 1.1.3.8](#) of its annex ([www.otif.org](http://www.otif.org)) apply to the carriage of dangerous goods. In general only substances and articles which are packaged for retail sale and intended for personal or domestic use or for leisure or sporting activities are permitted. For information purposes see the Notice concerning the carriage of dangerous goods in passenger trains available at [www.cit-rail.org](http://www.cit-rail.org).
- 7.3 Taking weapons and ammunition in trains is prohibited. The special conditions of carriage specify the exceptions and the procedures in those cases.
- 7.4 Lost property is to be reported to rail staff immediately. The carrier may examine unsupervised hand luggage including its contents and remove it from the train and destroy it if the carrier or the authorities consider it necessary for the safety of operations or passengers.
- 7.5 Where designated places for bicycles are available on board the train, passengers shall stow their bicycles in such places. Whether such places are available or not, passengers shall keep their bicycles under supervision, and shall make all reasonable efforts to ensure that their bicycles cause no harm or damage to other passengers, mobility equipment, luggage or rail operations. The special conditions of carriage apply furthermore to accompanied bicycles.

## **8 Animals**

- 8.1 Passengers may take animals in trains only in so far as the carriers allow it. If the carriers do allow it, the special conditions of carriage apply.
- 8.2 Subject to the law applicable, no restrictions apply to blind and disabled persons' assistance dogs which are recognisable as such.

## **9 Registered luggage and vehicles**

If carriers offer the carriage of registered luggage and vehicles, the special conditions of carriage apply.

## 10 Delays

### 10.1 Train cancellations and anticipated delays

10.1.1 If a train is cancelled or delayed or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, and if the experience of the carrier leads objectively to the conclusion that the destination point specified in the contract will be reached with a delay of 60 minutes or more<sup>1</sup>, passengers may, in accordance with [point 10.1.3](#) below:

- a) demand a refund of the fare for the journey not made or for that part of the journey not made and/or the part made but no longer serving a purpose together with carriage back to the starting point of the journey free of charge, or
- b) continue their journey, using a different route if necessary, at the earliest opportunity or at a later date at the passenger's convenience.

10.1.2 *Return to the starting point of the journey or continuation of the journey are only possible using the carriers taking part in the performance of the contract of carriage. They are to be under conditions comparable to the initial journey.<sup>2</sup>*

10.1.3 As regards continuation or return to the starting point of the journey, it is up to the carrier to offer alternative transport. If the carrier has though agreed so beforehand, passengers are allowed to organise by themselves their re-routing, in which case the carrier shall reimburse the passengers for the costs that they incur.

Furthermore, if the carrier does not communicate available re-routing options to the passengers within 100 minutes from the scheduled departure time of the delayed or cancelled service or the missed connection, the passengers are allowed to organise by themselves, their re-routing, nevertheless only by using providers of public transport services by rail, coach or bus. The carrier shall then reimburse the passengers for the necessary, appropriate and reasonable costs that they incur.

10.1.4 If passengers' tickets are also valid for the return journey and if they use them in accordance with their travel plans, only that part of the total fare which corresponds to the outward journey will be refunded.

### 10.2 Delays sustained

10.2.1 If passengers do not claim under [point 10.1.1 a\)](#) above and reach the destination point specified in their contract with 60 minutes or more of delay, carriers will compensate them with 25% of the fare calculated in accordance with [point 10.3.1](#) below. For delays of 120 minutes or more, the compensation will be 50% of the fare calculated in accordance with [point 10.3.1](#) below. [Points 10.5.1](#) and [10.5.2](#) below still apply.

10.2.2 *The carrier of the train which was delayed or cancelled is responsible to inform passengers whether they need to receive a confirmation of the delay or cancellation and how to obtain it<sup>3</sup>.*

### 10.3 Handling of refunds and compensation

10.3.1 The basis for calculating compensation is the fare indicated on the ticket or the cumulative amount indicated on tickets representing one single contract of carriage (through-ticket). The special conditions of carriage apply to reduced and promotional fares, tickets with integrated reservation, season tickets and other types of rail pass tickets.

10.3.2 The fare taken into account for paying refunds and compensation will include ancillary charges (reservations, supplements, etc.) but exclude any service fees.

10.3.3 Carriers may pay refunds and compensation in the form of vouchers. As a rule vouchers will only be redeemed by the issuing carrier and/or for designated services. At passengers' request carriers will

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<sup>1</sup> Amendment No. 1 from 10<sup>th</sup> December 2023.

<sup>2</sup> Amendment No. 2 from 15<sup>th</sup> December 2024.

<sup>3</sup> Amendment No. 2 from 15<sup>th</sup> December 2024.

pay refunds and compensation in money in a form chosen by the carrier, e.g. by bank transfer, by credit note or in cash.

10.3.4 Refunds and compensation are processed within a month of application to the appropriate contact point ([point 15.2.1](#)). As a rule, amounts under 4 EUR will not be paid. Any financial transaction costs are paid by the carrier.

#### 10.4 Non-continuation of the journey the same day

If passengers are not able to continue their journey in accordance with the contract of carriage on the same day by reason of cancellation, the late running of a train or a missed connection, or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, or if continuation of the journey on the same day could not reasonably be required under the circumstances, the carrier will:

- a) subject to [point 10.5.3](#) below, refund the reasonable costs of notifying persons awaiting those passengers and;
- b) provide reasonable accommodation including the transfer necessary, or
- c) refund the reasonable costs of accommodation including the transfer necessary.

In cases where accommodations become necessary due to the circumstances referred to under [point 10.5.3](#), the carrier may limit the duration of accommodations to a maximum of three nights.

Carriers may offer alternative transport (bus, metro, taxi, etc.).

#### 10.5 Relief from liability for delays

10.5.1 Carriers are relieved of liability for delay sustained ([point 10.2](#) above) in so far as the delay is due to transport services:

- a) which are wholly performed outside the territory of a Member State of the EU, Switzerland and Norway;
- b) which are performed partly outside the territory of a Member State of the EU, Switzerland and Norway, provided that the delay occurs outside those states;
- c) which are exempted from the PRR;
- d) which do not form part of the contract of carriage (bus, tram, metro, taxi, bicycle between railway stations in the same conurbation);
- e) which are performed by another mode of transport (air, road, inland waterways or sea); in that case each mode of transport is subject to its own rules as far as liability for delays sustained is concerned.

10.5.2 In addition, carriers are relieved of liability for delay sustained ([point 10.2](#) above), if passengers were informed of possible delays before buying their tickets, or if when continuing their journeys by an alternative service or route, the delay on arrival at the destination points defined in their contracts of carriage is less than 60 minutes.

10.5.3 Carriers are relieved of liability to pay compensation according to [point 10.2.1](#), if the event was due to:

- a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;
- b) fault on the part of the passenger;

- c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; the infrastructure manager and other railway undertakings using the same railway infrastructure are not to be considered as third parties.

## **11 Assistance in case of delays or cancellation**

If the train is delayed for 60 minutes or more or cancelled leading to a delay of 60 minutes or more, carriers take all reasonable and proportionate action to assist passengers. As far as possible and having regard to the waiting time, this action will include the provision of refreshments and meals and, in accordance with [point 10.4](#) above, the provision of accommodation and the organisation of alternative means of transport.

Special attention will be paid to the needs of persons with reduced mobility as described under [Chapter 14](#).

## **12 Personal injury**

- 12.1 The carrier's liability for the death of and personal injury to passengers is determined by the [CIV](#) Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. The national law applicable applies to liability for domestic carriage in non-EU Member States. Without prejudice to Article 31 [CIV](#), the maritime law applicable applies to the liability of maritime carriers.
- 12.2 The carrier liable in accordance with Article 56 § 1 together with Article 26 § 5 [CIV](#) is to make appropriate advance payments to passengers or their dependents to cover immediate economic needs in the event of the death or injury of a passenger in an EU Member State if the transport service in question has not been exempted from the PRR. An amount of 21 000 EUR per passenger will be paid in advance in the event of death. In the event of injury, relevant and reasonable costs of up to 21 000 EUR per passenger will be paid in advance.
- 12.3 Advance payments do not constitute acceptance of liability for the event resulting in the loss and damage and will be offset against any subsequent compensation paid. A demand may be made for the advance payment to be returned if the loss or damage was caused wilfully or negligently by the passenger or if the recipient was not entitled to receive the payment.
- 12.4 So far as is compatible with the protection of their interests, carriers who decline liability will provide support for pursuing claims for compensation against third parties at passengers' request (where appropriate forwarding documents, sight of inquiry reports, supply of papers, etc.).

## **13 Loss and damage to property**

The carrier's liability for hand luggage and animals in the custody of passengers is determined by the [CIV](#) Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. Applicable national law applies to liability for domestic carriage in non-EU Member States. Within EU Member States, Switzerland and Norway, the limits in Article 34 [CIV](#) do not apply to liability for mobility equipment for disabled persons and persons with reduced mobility.

## **14 Persons with disabilities or persons with reduced mobility**

If not stated in this chapter otherwise, the rights and obligations stipulated in that document apply also to persons with disabilities or persons with reduced mobility.

### **14.1 Notification period for assistance**

- 14.1.1 In principle, persons with disabilities and persons with reduced mobility must notify their need for assistance at least 24 hours before the beginning of the journey. Provided that national law permits

an extension of the notification period referred to in the first sentence, carriers may specify a longer notification period of up to 36 hours in their special conditions of carriage.<sup>4</sup>

14.1.2 They are to comply with the instructions given by the carriers in order to benefit from the assistance provided in the carriers' access rules.

14.1.3 As appropriate, carriers may accept also shorter notification<sup>5</sup> periods.

#### 14.2 Travel conditions

14.2.1 If the carrier requires that a passenger needs to be accompanied on board the train, the accompanying person shall be entitled to travel free of charge and to be seated, where practicable, next to the person with disabilities or to the person with reduced mobility.

14.2.2 An assistance dog is permitted to accompany them in accordance with national law.

14.2.3 Provided there is trained staff on duty, the carrier or the station manager will provide, on departure from, transit through or arrival at a staffed railway station, assistance free of charge in such a way that the person is able to board the train, to transfer to a connecting rail service for which he or she has a ticket, or to alight from the train.

14.2.4 At unstaffed stations, carriers will provide assistance free of charge on board a train and during boarding and alighting from a train if the train is accompanied by trained staff.

#### 14.3 Assistance in case of delays or cancellation

In case of delays or cancellation as described under [Chapter 10](#), special attention will be paid to the needs of persons with disabilities and<sup>6</sup> persons with reduced mobility including their assistance dogs where relevant:

- with the possibility for the re-routing transport service providers to provide persons with disabilities and persons with reduced mobility with alternative services which are appropriate to their needs and which differ from those offered to other passengers,
- with the provision of an accommodation that takes into account their needs.

#### 14.4 Compensation in respect of mobility equipment, assistive devices and assistance dogs

14.4.1 If the carrier causes the loss of, or damage to, mobility equipment, including wheelchairs, and assistive devices, or the loss of, or injury to, assistance dogs used by persons with disabilities and persons with reduced mobility, it is liable for that loss, damage or injury, and will provide compensation without undue delay.

14.4.2 The compensation will comprise:

- a) the cost of replacement or repair of the mobility equipment or assistive devices lost or damaged,
- b) the cost of replacement or the treatment of the injury of an assistance dog that was lost or injured; and
- c) reasonable costs of temporary replacement for mobility equipment, assistive devices or assistance dogs where such replacement is not provided by the carrier.

## 15 **Claims and complaints**

### 15.1 Claims for personal injury

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<sup>4</sup> Amendment No. 1 from 10<sup>th</sup> December 2023.

<sup>5</sup> Amendment No. 1 from 10<sup>th</sup> December 2023.

<sup>6</sup> Amendment No. 1 from 10<sup>th</sup> December 2023.

- 15.1.1 The person entitled must address claims relating to the liability of the carrier in the case of the death of, or personal injury to, passengers in writing to the carrier having performed the part of the carriage on which the accident happened, within twelve months of becoming aware of the loss or damage. If this part of the carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.
- 15.1.2 If the carriage was the subject of a single contract and was performed by successive carriers, the claim may be addressed to the first carrier or the last carrier or to that carrier who has his principal place of business or the branch or office which concluded the contract of carriage in the state where the passenger is domiciled or habitually resident.
- 15.2 Other claims and complaints
- 15.2.1 The person entitled must address other claims and complaints in writing to the issuer of the ticket or to any carrier taking part in the performance of the contract of carriage, within three months of the end of the rail journey. The original ticket and any other useful document (for example, confirmation of the delay provided by the carrier) are also to be submitted.
- 15.2.2 Carriers to whom the claims or complaints are submitted will provide reasoned replies to passengers within one month of receiving them. If appropriate, carriers will pass claims or complaints on to the issuing undertaking, informing passengers that they have done so at the same time. Carriers to whom the claims or complaints are submitted or the issuing undertaking will then provide passengers with definitive replies within three months of receiving their claims or complaints.
- 15.2.3 Carriers will keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure.
- 15.2.4 Details of specialist departments, their addresses and their working languages, are shown on [www.cit-rail.org](http://www.cit-rail.org). They may also be obtained from the websites of undertakings which apply the GCC-CIV/PRR and as a rule from their sales points providing customer advice.

## **16 Disputes**

### **16.1 Undertakings against which an action may be brought**

- 16.1.1 An action based on the liability of the carrier in the event of the death of, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened. If this part of carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.
- 16.1.2 An action for the recovery of a sum paid for the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.
- 16.1.3 An action for refund and compensation for delays and other actions made on the basis of the contract of carriage may only be brought against the first or the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.
- 16.1.4 Article 56 § 3 [CIV](#) applies to claims for registered luggage and vehicles made on the basis of the contract of carriage.
- 16.1.5 If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

### **16.2 Extinction and limitation of actions**

The period of extinction and limitations of actions provided for in Articles 58 to 60 [CIV](#) apply to all actions for damages based on the liability of the carrier in case of death of, or personal injury to, passengers and the carriage of luggage (three years for damages based on the liability of the carrier in case of death of, or personal injury to, passengers; one year for actions arising from the carriage of luggage). The period of limitation for all other actions arising from the contract of carriage (such as

in respect of delays, missed connections and cancellations) are governed by the carrier`s special conditions of carriage or otherwise by the national law<sup>7</sup>.

### 16.3 Jurisdiction

Legal actions based on the contract of carriage may only be brought before the courts and tribunals of the Member States of the Intergovernmental Organisation for International Carriage by Rail (OTIF) or of the EU on whose territory the defendant has his domicile or habitual residence. Actions may not be brought before other courts or tribunals.

### 16.4 Applicable law

If the national laws of several states are applicable, the law of the state in which the person entitled asserts his rights, including the rules relating to conflict of laws is applicable.

## 17 **Transitional and final provisions**

This version of the GCC-CIV/PRR comes into force on 7<sup>th</sup> June 2023; it repeals and replaces the earlier version of 1 July 2019 and all its amendments.

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<sup>7</sup> Amendment No. 1 from 10<sup>th</sup> December 2023.