

**OTIF**



**ORGANISATION INTERGOUVERNEMENTALE POUR  
LES TRANSPORTS INTERNATIONAUX FERROVIAIRES**

**ZWISCHENSTAATLICHE ORGANISATION FÜR DEN  
INTERNATIONALEN EISENBAHNVERKEHR**

**INTERGOVERNMENTAL ORGANISATION FOR INTER-  
NATIONAL CARRIAGE BY RAIL**

**Commission de révision  
Revisionausschuss  
Revision Committee**

**CR 25/7 Add. 2  
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## **25<sup>th</sup> Session**

Partial revision of Appendix D (CUV UR)

Proposal transmitted by France

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MINISTÈRE DE L'ÉCOLOGIE, DU DÉVELOPPEMENT DURABLE ET  
DE L'ÉNERGIE

*Direction générale des infrastructures,  
des transports et de la mer*

Paris **16 April 2014**

*Transport Services Directorate*  
Sub-directorate of rail safety and regulations

Dear Secretary General,

At the meeting of the working group on the revision of the CUV UR (Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic - Appendix D to COTIF) held on Wednesday, 9 April 2014, the representative of France referred to the difficulty presented by the current wording of Article 7 of CUV.

The 1999 version of COTIF modified the previous liability regime by making rail transport undertakings liable for loss or damage and placed on them the burden of proof that a third party was at fault. It is usually impossible to establish this proof. As a result, in most of these cases, the railway transport undertakings are liable for this damage or loss.

However, this situation causes a lot of legal uncertainty, and is the origin of an increase in cases before the courts and legal solutions that differ between Member States.

In addition, it turns out that the sector is not able to define any provisions in the General Contract of Use of Wagons (GCU) which would clarify, stabilise and unify the law that would apply in the event of a railway accident.

**Mr. François DAVENNE, Secretary  
General of the Intergovernmental  
Organisation  
for International Carriage by Rail (OTIF)  
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In order to mitigate this legal uncertainty, France therefore wishes to amend Article 7 of Appendix D (CUV) of COTIF as follows. The French text prevails:

CUV Article 7

Responsabilité des dommages causés par un véhicule

Celui qui, en vertu d'un contrat visé à l'article premier, a confié le véhicule pour utilisation en tant que moyen de transport répond du dommage causé par le véhicule lorsque ce dommage provient d'un défaut du véhicule, y compris en cas de vice caché.

CUV Article 7

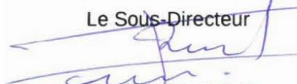
Liability for damage caused by a vehicle

The person who, pursuant to a contract referred to in Article 1, has provided the vehicle for use as a means of transport, shall be liable for the damage caused by the vehicle insofar as the damage results from a defect on the vehicle, including in case of latent defect.

To this effect, France suggests that the Revision Committee should adopt a draft amendment to Article 7 along these lines, which would then be submitted to the General Assembly for a vote.

Yours sincerely

*Bien à toi*

Le Sous-Directeur  
  
Benoit CHEVALIER