

CIV

Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV)

Appendix to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980

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Title I
General provisions

Article 1
Scope

§ 1 Subject to the exceptions provided for in Articles 2, 3 and 33, the Uniform Rules shall apply to all carriage of passengers and luggage including motor vehicles, under international transport documents made out for a journey over the territories of at least two States and exclusively over lines or services included in the list provided for in Articles 3 and 10 of the Convention, as well as, in appropriate cases, to carriage treated as carriage over a line in accordance with Article 2, § 2, sub-paragraph 2 of the Convention.

The Uniform Rules shall also apply, as far as the liability of the railway in case of death of, or personal injury to, passengers is concerned, to persons accompanying a consignment whose carriage is effected in accordance with the Uniform Rules concerning the Contract for the International Carriage of Goods by Rail (CIM).

§ 2 The international tariffs shall determine the places between which international transport documents shall be issued.

§ 3 In the Uniform Rules, the term "station" covers: railway stations, ports used by shipping services and all other establishments of transport undertakings, open to the public for the execution of the contract of carriage.

Article 2
Exceptions from scope

§ 1 Carriage between stations of departure and destination situated in the territory of the same State, performed over the territory of another State only in transit, shall not be subject to the Uniform Rules:

- a) if the lines or services over which the transit occurs are exclusively operated by a railway of the State of departure; or
- b) if the States or railways concerned have agreed not to regard such carriage as international.

§ 2 Carriage between stations in two adjacent States and carriage between stations in two States involving transit through the territory of a third State shall, in cases where the lines or services over which the carriage is performed are exclusively operated by a railway of one of those three States and where there is nothing to the contrary in the laws and regulations of any of the said States, be governed by the internal traffic regulations applicable to that railway.

Article 3

Reservation concerning liability in case of death of, or personal injury to, passengers

§ 1 Each State may, at the time when it signs the Convention or deposits its instrument of ratification, acceptance, approval or accession reserve the right not to apply to

passengers involved in accidents occurring in its territory the whole of the provisions concerning the liability of the railway in case of death of or personal injury to passengers, when such passengers are nationals of or have their usual place of residence in that State.

- § 2 Each State which has made the reservation mentioned above may withdraw it at any time by informing the Depositary Government. Withdrawal of the reservation shall take effect one month after the date on which the Swiss Government notifies Member States of it.

Article 4 Obligation to carry

- § 1 The railway shall be bound to undertake the carriage of any passengers and luggage subject to the terms of the Uniform Rules, provided that:

- a) the passenger complies with the Uniform Rules, the supplementary provisions and the international tariffs;
- b) carriage can be undertaken by the normal staff and transport resources which suffice to meet usual traffic requirements;
- c) carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

- § 2 When the competent authority decides that a service shall be discontinued or suspended totally or partially, such measures shall, without delay, be brought to the notice of the public and of the railways; the latter shall inform the railways of the other States of the measures with a view to their publication.

- § 3 Any contravention of this Article by the railway may constitute a cause of action for compensation for the loss or damage caused.

Article 5 Tariffs. Private agreements

- § 1 The international tariffs shall contain all the special conditions applicable to carriage, in particular the information necessary for calculating fares and other charges and, where necessary, the conditions for conversion of currencies.

The conditions of international tariffs may not derogate from the Uniform Rules unless the latter expressly so provide.

- § 2 The international tariffs shall be applied to all users on the same conditions.

- § 3 Railways may enter into private agreements for reduced fares or charges or other concessions, provided that comparable conditions are afforded to passengers in comparable circumstances.

Reductions in fares or charges or other concessions may be granted for the purpose of

the railway or public services, or for charitable, educational or instructional purposes.

Publication of the measures taken under the first and second subparagraphs shall not be compulsory.

- § 4 The publication of international tariffs shall be compulsory only in those States whose railways are parties to such tariffs as railways of departure or destination. The tariffs and amendments thereto shall come into force on the date specified when they are published. Increases in fares or charges, and any other measures that have the effect of making the conditions of carriage prescribed in such tariffs more rigorous, shall come into force six days after their publication at the earliest.

Modifications to the fares and other charges provided for in the international tariffs made in order to take account of fluctuations in rates of exchange, as well as corrections of obvious errors, shall come into force on the day after their publication.

- § 5 At every station which is open for international traffic, the passenger should be able to acquaint himself with the international tariffs or with extracts therefrom showing the prices for international tickets on sale at that station and the corresponding registered luggage charges.

Article 6

Unit of account. Rate of exchange or of acceptance of foreign currency

- § 1 The unit of account referred to in the Uniform Rules shall be the Special Drawing Right as defined by the International Monetary Fund.

The value in Special Drawing Right of the national currency of a State which is a member of the International Monetary Fund shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its own operations and transactions.

- § 2 The value in Special Drawing Right of the national currency of a State which is not a member of the International Monetary Fund shall be calculated by the method determined by that State.

The calculation must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

- § 3 In the case of a State which is not a member of the International Monetary Fund and whose legislation does not permit the application of § 1 or § 2 above, the unit of account referred to in the Uniform Rules shall be deemed to be equal to three gold francs.

The gold franc is defined as 10/31 of a gramme of gold of millesimal fineness 900. The conversion of the gold franc must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

- § 4 Within three months after the entry into force of the Convention and each time that a

change occurs in their method of calculation or in the value of their national currency in relation to the unit of account, States shall notify the Central Office of their method of calculation in accordance with § 2, or of the results of the conversion in accordance with § 3.

The Central Office shall notify the States of this information.

§ 5 The railway shall publish the rates at which:

- a) it converts sums expressed in foreign currencies but payable in domestic currency (rates of conversion);
- b) it accepts payment in foreign currencies (rates of acceptance).

Article 7 Supplementary provisions

§ 1 Two or more States or two or more railways may make supplementary provisions for the execution of the Uniform Rules. They may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 2 The supplementary provisions shall be put into force and published in the manner required by the laws and regulations of each State. The Central Office shall be notified of the supplementary provisions and of their coming into force.

Article 8 National law

§ 1 In the absence of provisions in the Uniform Rules, supplementary provisions or international tariffs, national law shall apply.

§ 2 "National law" means the law of the State in which the person entitled asserts his rights, including the rules relating to conflict of laws.

§ 3 For the application of provisions relating to the liability of the railway in case of death of or personal injury to, passengers, national law shall be the law of the State on whose territory the accident to the passenger happened, including the rules relating to conflict of laws.

Title II
The Contract of Carriage

Chapter I
Carriage of Passengers


Article 9
Timetables and use of trains

- § 1 The railways shall bring the train timetables to the notice of the public in an appropriate manner.
- § 2 The timetables or the tariffs shall indicate restrictions on the use of certain trains or of certain classes of carriage.

Article 10
Refusal to carry. Acceptance subject to conditions

- § 1 The following persons shall not be permitted to travel or may be required to discontinue their journey:
- a) persons in an intoxicated condition or whose behaviour is improper or who infringe the provisions in force in individual States; such persons shall not be entitled to a refund of their fares or of any registered luggage charges they may have paid;
 - b) persons who because of sickness or other cause appear likely to inconvenience other passengers, unless a whole compartment has been reserved for them or can be put at their disposal on payment therefor. However, persons who fall ill during a journey must be carried at least as far as the nearest station where they can be given the necessary attention; their fares shall be refunded in accordance with Article 25, subject to deduction of the amounts due for the distance travelled; where appropriate, the same shall apply to registered luggage charges.
- § 2 The carriage of persons suffering from infectious or contagious diseases shall be subject to international conventions and regulations or, failing that, to the laws and regulations of each State.

Article 11
Tickets

- § 1 Tickets issued for international carriage shall bear the initials CIV.
As a transitional measure the mark  shall be permitted.
- § 2 The international tariffs or agreements between railways shall determine the form and content of tickets and the language and characters in which they are to be printed and made out.
- § 3 Save where the international tariffs otherwise provide, tickets must indicate:

- a) the stations of departure and destination;
- b) the route; if a choice of routes or modes of transport is permitted, that facility shall be stated;
- c) the category of train and class of carriage;
- d) the fare;
- e) the first day of validity;
- f) the period of validity.

- § 4 Covers containing sectional coupons issued under an international tariff shall be deemed to be a single ticket for the purposes of the Uniform Rules.
- § 5 Save where the international tariffs otherwise provide, tickets shall be transferable if they are not made out in the passenger's name and if the journey has not begun.
- § 6 The passenger must ensure, on receipt of the ticket, that it has been made out in accordance with his instructions.
- § 7 The period of validity of tickets and breaks of journey shall be governed by the international tariffs.

Article 12

Right to be carried. Passengers without valid tickets

- § 1 The passenger shall, from the start of his journey, be in possession of a valid ticket; he shall retain it throughout the journey and, if required, produce it to railway staff responsible for inspecting tickets and give it up at the end of the journey. The international tariffs may make provision for exceptions.
- § 2 Tickets which have been altered without authority are invalid and shall be withdrawn by the railway staff responsible for inspecting tickets.
- § 3 A passenger who cannot produce a valid ticket shall pay, in addition to the fare, a surcharge calculated according to the provisions of the railway requiring such payment.
- § 4 A passenger who refuses to pay the fare or the surcharge upon demand may be required to discontinue his journey. Such a passenger shall not be entitled to collect his registered luggage at any station other than the destination station.

Article 13

Reduced fares for children

- § 1 Children under five years of age for whom separate seats are not claimed shall be carried free without a ticket.
- § 2 Children of five or more years of age but under ten years of age, and children under five for whom separate seats are claimed, shall be carried at reduced fares. These shall not exceed one-half of the fare charged for adults, save for supplements charged for the use

of certain trains or certain carriages, without prejudice to the rounding-up of amounts in accordance with the provisions applied by the railway issuing the ticket.

This reduction need not be made in the case of tickets issued at a rate below that of the normal single fare.

- § 3 However, the international tariffs may provide for different age limits from those laid down in §§1 and 2 provided that such age limits are not less than four years of age in respect of free travel under § 1, nor less than ten years of age in respect of reduced fares under § 2.

Article 14 Occupation of seats

- § 1 The occupation, allocation and reservation of seats in trains shall be governed by the provisions applied by the railway. For the carriage of motor vehicles, the railway may provide that the passengers shall remain in the motor vehicle during carriage.
- § 2 In accordance with the conditions laid down by the international tariffs, the passenger may occupy a seat of a higher class or travel on a train of a higher fare category than shown on the ticket, or may alter his route.

Article 15 Taking of hand luggage and animals into carriages

- § 1 The passenger may take with him into carriages, without extra charge articles which can be handled easily (hand luggage).

Each passenger is entitled only to the space above and below his seat for his hand luggage, or another corresponding space where the carriages are of a special type, in particular, those containing a luggage area.

- § 2 The following shall not be taken into carriages:
- a) substances and articles which are not acceptable for carriage as luggage under Article 18 (e), save where supplementary provisions or the tariffs otherwise provide;
 - b) articles likely to annoy or inconvenience passengers or cause damage;
 - c) articles which it is forbidden by the requirements of Customs or of other administrative authorities to take into carriages;
 - d) live animals, save where the supplementary provisions or the tariffs otherwise provide.
- § 3 The international tariffs may prescribe the conditions under which articles taken into carriages contrary to §§ 1 and 2(b) shall nevertheless be carried as hand luggage or as registered luggage.

- § 4 The railway shall have the right to satisfy itself, in the presence of the passenger, with the

nature of any articles taken into carriages, when there is good reason to suspect a contravention of § 2(a), (b) or (d). If it is not possible to identify the passenger who has taken with him the articles to be examined, the railway shall carry out the examination in the presence of two witnesses not connected with the railway.

- § 5 The passenger shall himself be responsible for the care of any articles and animals which he takes with him into the carriage, save when he cannot exercise such care because he is in a carriage of a special type referred to in § 1.
- § 6 The passenger shall be liable for all loss or damage caused by articles or animals which he has taken with him into the carriage unless he can prove that the loss or damage was caused by the fault of the railway or of a third party, or by circumstances which he could not avoid and the consequences of which he was unable to prevent.

This provision shall not affect any liability which may be incurred by the railway pursuant to Article 26.

Article 16

Missed connections. Cancellation of trains

- § 1 When a connection is missed owing to late running or when a train is cancelled for all or part of its route, and a passenger wishes to continue his journey, the railway shall convey him with his hand luggage and registered luggage, without extra charge and in so far as may be practicable, in a train proceeding towards the same destination station on the same line or by another line operated by the railways of the original route, so as to enable him to reach his destination with the least delay.
- § 2 The railway shall, where necessary, certify on the ticket that the connection has been missed or the train cancelled, extend the validity of the ticket so far as may be necessary and make it available by the new route, for a higher class or for a train of a higher fare category. Nevertheless, the tariffs or timetables may exclude the use of certain trains.

CHAPTER II

Carriage of Registered Luggage

Article 17

Acceptable articles

- § 1 Articles appropriate for travel purposes, contained in trunks, baskets, suitcases, travelling bags and other similar receptacles, as well as the receptacles themselves, shall be accepted for carriage as registered luggage.
- § 2 The international tariffs may provide for the acceptance as registered luggage, on specified conditions, of animals and articles not mentioned in § 1, as well as of motor vehicles handed over for carriage with or without a trailer.

The conditions governing the carriage of motor vehicles shall specify in particular the conditions governing acceptance for carriage, registration, loading and carriage, the form and content of the transport document which must bear the initials CIV, the conditions governing unloading and delivery, as well as the obligations of the driver in respect of his vehicle and the loading and unloading of it.

Article 18 **Unacceptable articles**

The following shall not be accepted for carriage as registered luggage:

- a) articles the carriage of which is prohibited in any one of the territories in which the luggage would be carried;
- b) articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the luggage would be carried;
- c) goods intended for sale;
- d) bulky or excessively heavy articles;
- e) dangerous substances or articles, in particular loaded firearms, explosive or inflammable substances or articles, oxidising, toxic, radioactive, or corrosive substances, or substances that are repugnant or likely to cause infection; the international tariffs may provide for the acceptance as registered luggage, subject to conditions, of certain of these substances and articles.

Article 19 **Registration and carriage of registered luggage**

- § 1 Save where the international tariffs otherwise provide, luggage shall be registered only on production of tickets available at least as far as the destination of the luggage.

When the tariffs provide that luggage may be accepted for carriage without production of a ticket, the provisions of the Uniform Rules determining the rights and obligations of the passenger in respect of his registered luggage shall apply by analogy to the consignor of registered luggage.

- § 2 The railway reserves the right to forward the registered luggage by a different route from that taken by the passenger.


At the forwarding station, as well as at the junctions where the registered luggage must be transferred, the forwarding shall take place by the first appropriate train providing a regular service for registered luggage.

Luggage shall only be forwarded in the above-mentioned manner if the formalities required by Customs or other administrative authorities at departure or during the journey so permit.

- § 3 Save where the international tariffs otherwise provide, the carriage charges for registered luggage must be paid on registration.

- § 4 The tariffs or timetables may exclude or limit the carriage of registered luggage in certain trains or certain categories of trains or to or from certain stations.
- § 5 The formalities with regard to registration of luggage not governed by this article shall be determined by the provisions in force at the registering station.

Article 20
Luggage registration voucher

- § 1 A registration voucher shall be issued to the passenger at the time when the luggage is registered.
- § 2 Luggage registration vouchers issued for international traffic shall bear the initials CIV. As a transitional measure the mark  shall be permitted.
- § 3 The international tariffs or agreements between railways shall determine the form and content of luggage registration vouchers and the language and characters in which they are to be printed and made out.
- § 4 Save where the international tariffs otherwise provide, registration vouchers must indicate:
- a) the forwarding and destination stations;
 - b) the route
 - c) the day and time on which the luggage is handed in for carriage;
 - d) the number of passengers;
 - e) the number of items of luggage and their mass [within the UK, analogous to weight];
 - f) the carriage and other charges.
- § 5 The passenger must ensure, on receipt of the luggage registration voucher, that it has been made out in accordance with his instructions.

Article 21
Condition, packaging, packing and marking of registered luggage

- § 1 Items of registered luggage of which the condition or packaging is defective or which are inadequately packed or show obvious signs of damage may be refused by the railway. If they are nevertheless accepted, the railway may make an appropriate note on the luggage registration voucher. Acceptance by the passenger of a voucher bearing such a note shall be taken as evidence that the passenger has acknowledged its correctness.
- § 2 The passenger must indicate on each item of registered luggage in a clearly visible place, in a sufficiently durable, clear and indelible manner so as to avoid any possible confusion:
- a) his name and address,
 - b) the station and country of destination.

Out-of-date details must be made illegible or removed by the passenger.

The railway may refuse to accept items which do not bear the prescribed details.

Article 22
Liability of the passenger. Verification. Surcharge

- § 1 The passenger shall be liable for all consequences of any failure to observe Articles 17, 18 and 21, § 2.
- § 2 When there is good reason to suspect a contravention, the railway shall have the right to verify that the contents of registered luggage comply with these provisions unless the laws or regulations of the State in which the examination would take place prohibit such verification. The passenger shall be invited to attend the verification. If he fails to attend or cannot be found, the verification shall be carried out in the presence of two witnesses not connected with the railway.
- § 3 If any contravention is established, the passenger must pay the costs arising from the verification.

In the event of any contravention of Articles 17 or 18, the railway may collect a surcharge as laid down in the international tariffs, as well as any difference in carriage charges and compensation for any loss or damage caused.

Article 23
Delivery

- § 1 Registered luggage shall be delivered on surrender of the luggage registration voucher and, where appropriate, on payment of the amounts chargeable against the consignment. The railway shall be entitled, but not obliged, to verify that the holder of the voucher is entitled to take delivery.
- § 2 It shall be equivalent to delivery to the holder of the voucher if, in accordance with the provisions in force at the station of delivery:
- a) the luggage has been handed over to the Customs or Octroi authorities at their premises or warehouses, when these are not subject to railway supervision;
 - b) live animals have been handed over to third parties.
- § 3 The holder of the voucher may require delivery of the luggage at the office of the destination station as soon as sufficient time has elapsed, after the arrival of the train on which it was due to be carried, for it to be put at his disposal and, where appropriate, for the completion of any formalities required by Customs or other administrative authorities.
- § 4 Failing surrender of the voucher, the railway shall only be obliged to deliver the luggage to the person proving his right thereto; if the proof offered appears insufficient, the railway may require security to be given.

- § 5 Luggage shall be delivered at the station to which it has been registered. Nevertheless, if the holder of the voucher so requests in good time, if circumstances permit and if Customs requirements or the requirements of other administrative authorities are not thereby contravened, luggage may be handed back at the forwarding station or delivered at an intermediate station on surrender of the registration voucher and, if the tariffs so require, on production of the ticket.
- § 6 The holder of a voucher whose luggage has not been delivered in accordance with § 3 may require the date and time when he requested delivery to be endorsed on the voucher.
- § 7 If the person entitled so requires, the railway must carry out an examination of the registered luggage in his presence in order to establish any alleged damage. The person entitled may refuse to accept the luggage if the railway does not comply with his request.
- § 8 In all other respects delivery of luggage shall be in accordance with the provisions in force at the station of delivery.

Chapter III

Provisions applicable to the carriage of both passengers and registered luggage

Article 24

Completion of administrative formalities

The passenger must comply with the requirements of Customs or other administrative authorities, both concerning his own person and any animals he takes with him and concerning the examination of his hand luggage and registered luggage. The passenger shall be present at such examinations save where otherwise provided by the laws or regulations of each State. The railway shall not be liable to the passenger for loss or damage arising from the passenger's disregard of these obligations.

Article 25

Refunds, repayments and additional payments

- § 1 Carriage charges shall be refunded wholly or in part, when:
- a) a ticket has not been used or has been only partially used;
 - b) the ticket, owing to shortage of seats, has been used in a class or on a train of a lower fare category than shown on the ticket;
 - c) luggage has been withdrawn at the forwarding station or delivered at an intermediate station.
- § 2 The international tariffs shall prescribe the documents and certificates which must be produced in support of a claim for refund, the amounts to be refunded and the charges to be deducted.

In specified cases, the tariffs may exclude refunds of carriage charges or make such refunds subject to certain conditions.

- § 3 No claim for a refund based on the preceding paragraphs or on Article 10, § 1(b) will be accepted unless made to the railway within six months. In the case of tickets the time allowed shall run from the day after the expiry of the period of validity and in the case of luggage registration vouchers from the date of issue.
- § 4 In case of incorrect application of a tariff, or of error made in the calculation or collection of the carriage and other charges, overcharges shall be repaid by the railway or undercharges paid to the railway only when they exceed *two* units of account per ticket or per luggage registration voucher.
- § 5 Overcharges or undercharges shall be calculated at the official rate of exchange for the day on which the carriage charges were collected. If the adjusting payment is made in a currency other than that in which the original charges were collected, the rate applicable shall be that for the day on which the adjusting payment is made.
- § 6 In all cases not provided for by this Article, and in the absence of agreements between railways, the provisions in force in the State of departure shall apply.

Title III Liability

Chapter I

Liability of the railway in case of death of, or personal injury to, passengers

Article 26 Basis of liability

- § 1 The railway shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other bodily or mental harm to, a passenger, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from railway vehicles.

The railway shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, any articles which the passenger, victim of such an accident, had on him or with him as hand luggage, including any animals.

- § 2 The railway shall be relieved of liability:
- a) if the accident has been caused by circumstances not connected with the operation of the railway and which the railway, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent;
 - b) wholly or partly, to the extent that the accident is due to the passenger's fault or to behaviour on his part not in conformity with the normal conduct of passengers;
 - c) if the accident is due to a third party's behaviour which the railway, in spite of having

taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent; if the railway is not thereby relieved of liability, it shall be wholly liable up to the limits laid down in the Uniform Rules but without prejudice to any right of recourse which the railway may have against the third party.

- § 3 The Uniform Rules shall not affect any liability which may be incurred by the railway in cases not provided for in § 1.
- § 4 For the purposes of this chapter, the railway that is liable shall be that which, according to the list of lines or services provided for in Articles 3 and 10 of the Convention, operates the line on which the accident occurred. If, according to that list, there is joint operation of the line by two railways, each of them shall be liable.

Article 27 **Damages in case of death**

- § 1 In the case of the death of the passenger the damages shall include:
- a) any necessary costs following on the death, in particular those of transport of the body, burial and cremation;
 - b) if death does not occur at once, the damages provided for in Article 28.
- § 2 If, through the death of the passenger, persons whom he had, or would have had in the future, a legal duty to maintain are deprived of their support, such persons shall also be indemnified for their loss. Rights of action for damages by persons whom the passenger was maintaining without being legally bound to do so shall be governed by national law.

Article 28 **Damages in case of personal injury**

In the case of personal injury or any other bodily or mental harm to the passenger the damages shall include:

- a) any necessary costs, in particular those of treatment and transport;
- b) compensation for financial loss due to total or partial incapacity to work, or to increased needs.

Article 29 **Compensation for other injuries**

National law shall determine whether and to what extent the railway shall pay damages for injuries other than that for which there is provision in Articles 27 and 28, in particular for mental or physical pain and suffering (*pretium doloris*) and for disfigurement.

Article 30
Form and limit of damages in case of death or personal injury

- § 1 The damages under Article 27, § 2 and Article 28(b) shall be awarded in the form of a lump sum. However, if national law permits payment of an annuity, damages shall be awarded in that form if so requested by the injured passenger or by the persons entitled referred to in Article 27, § 2.
- § 2 The amount of damages to be awarded under § 1 shall be determined in accordance with national law. However, for the purposes of the Uniform Rules, the upper limit per passenger shall be set at 70,000 units of account in the form of a lump sum or an annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

Article 31
Limit of damages in case of loss of or damage to articles

When the railway is liable under Article 26, § 1 sub-paragraph 2, it shall pay compensation up to the sum of 700 units of account per passenger.

Article 32
Prohibition on limiting liability

Any provisions of tariffs or of special agreements concluded between the railway and the passenger which purport to exempt the railway in advance, either wholly or partly, from liability in case of death of, or personal injury to, passengers, or which have the effect of reversing the burden of proof resting on the railway, or which set limits lower than those laid down in Articles 30 § 2 and 31, shall be null and void. Such nullity shall not, however, affect the validity of the contract of carriage.

Article 33
Carriage by more than one mode of transport

- § 1 Subject to § 2, the provisions relating to the liability of the railway in case of death of, or personal injury to, passengers shall not apply to loss or damage arising in the course of carriage by non-railway services, included in the list of lines or services referred to in Articles 3 and 10 of the Convention.
- § 2 However, where railway vehicles are carried by ferry, the provisions relating to the liability of the railway in case of death of, or personal injury to, passengers shall apply to loss or damage covered by Article 26, § 1, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from the said vehicles.

For the purposes of the preceding sub-paragraph the "State on whose territory the accident to the passenger happened" means the State whose flag is flown by the ferry.

- § 3 When, because of exceptional circumstances, the railway finds itself obliged temporarily to suspend operations and itself carries the passengers or has them carried by another mode of transport, it shall be liable in accordance with the law relating to that mode of transport. Nevertheless, Article 18 of the Convention and Articles 8, 48-53 and 55 of the Uniform Rules shall remain applicable.

Chapter II

Liability of the railway in respect of registered luggage

Article 34

Collective responsibility of railways

- § 1 The railway which has accepted luggage for carriage by issuing a luggage registration voucher shall be responsible for the carriage over the entire route up to delivery.
- § 2 Each succeeding railway, by the very act of taking over the registered luggage, shall become a party to the contract of carriage and shall assume the obligations arising therefrom without prejudice to the provisions of Article 51 § 3 relating to the railway of destination.

Article 35

Extent of liability

- § 1 The railway shall be liable for loss or damage resulting from the total or partial loss of, or damage to, registered luggage between the time of acceptance for carriage and the time of delivery as well as from delay in delivery.
- § 2 The railway shall be relieved of such liability if the loss, damage or delay in delivery was caused by a fault on the part of the passenger, by an order given by the passenger other than as a result of a fault on the part of the railway, by inherent vice of the registered luggage or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.
- § 3 The railway shall be relieved of such liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:
- a) the absence or inadequacy of packing;
 - b) the special nature of the registered luggage;
 - c) the despatch as registered luggage of articles not acceptable for carriage.

Article 36

Burden of proof

- § 1 The burden of proving that the loss, damage or delay in delivery was due to one of the causes specified in Article 35, §2 shall rest upon the railway.

- § 2 When the railway establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 35, § 3, it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or partly to one of those risks.

Article 37 **Presumption of loss of registered luggage**

- § 1 The person entitled may, without being required to furnish further proof, consider an item of luggage as lost when it has not been delivered or placed at his disposal within fourteen days after a request for delivery has been made in accordance with Article 23, § 3.
- § 2 If an item of luggage deemed to have been lost is recovered within one year after the request for delivery, the railway shall notify the person entitled if his address is known or can be ascertained.
- § 3 Within thirty days after receipt of such notification, the person entitled may require the item of luggage to be delivered to him at any station on the route. In that case he must pay the charges in respect of carriage of the item from the forwarding station to the station where delivery is effected and shall refund the compensation received less any charges included therein. Nevertheless he shall retain his rights to claim compensation for delay in delivery under Article 40.
- § 4 If the item of luggage recovered has not been claimed within the period stated in § 3 or if it is recovered more than one year after the request for delivery, the railway shall dispose of it in accordance with the laws and regulations of the State having jurisdiction over the railway.

Article 38 **Compensation for loss**

- § 1 In case of total or partial loss of registered luggage, the railway shall pay, to the exclusion of all other damages:
- a) if the amount of the loss or damage suffered is established: compensation equal to that amount but not exceeding 40 units of account per kilogramme of gross mass missing or 600 units of account per item of luggage;
 - b) if the amount of the loss or damage suffered is not established: liquidated damages of 10 units of account per kilogramme of gross mass missing or 150 units of account per item of luggage.

The method of compensation, by mass or by item of luggage, shall be determined by the international tariffs.

- § 2 The railway shall in addition refund carriage charges, Customs duties and other sums incurred in respect of carriage of the lost item of luggage.

Article 39
Compensation in case of damage

- § 1 In case of damage to registered luggage, the railway must pay compensation equivalent to the loss in value of the registered luggage, to the exclusion of all other damages.
- § 2 The compensation may not exceed:
- a) if all the luggage has lost value through damage, the amount which would have been payable in case of total loss;
 - b) if only part of the luggage has lost value through damage, the amount which would have been payable had that part been lost.

Article 40
Compensation for delay in delivery

- § 1 In case of delay in delivery of registered luggage, the railway shall pay in respect of each whole period of twenty-four hours after delivery has been requested, but subject to a maximum of fourteen days:
- a) if the person entitled proves that loss or damage has been suffered thereby; compensation equal to the amount of the loss or damage, up to a maximum of 0.40 units of account per kilogramme of gross mass of the luggage or seven units of account per item of luggage, delivered late;
 - b) if the person entitled does not prove that loss or damage has been suffered thereby; liquidated damages of 0.07 units of account per kilogramme of gross mass of the luggage or 140 units of account per item of luggage, delivered late.

The method of compensation, by mass or by item of luggage, shall be determined by the international tariffs.

- § 2 In case of total loss of luggage, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 38.
- § 3 In case of partial loss of luggage, the compensation provided for in § 1 shall be payable in respect of that part of the luggage which has not been lost.
- § 4 In case of damage to luggage not resulting from delay in delivery the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in Article 39.
- § 5 In no case shall the compensation payable under § 1 together with that payable under Articles 38 and 39 exceed the compensation which would be payable in the event of total loss of the luggage.

Article 41
Accompanied motor vehicles

- § 1 In case of delay in loading for a reason attributable to the railway or delay in delivery of a motor vehicle, the railway shall, if the person entitled proves that loss or damage has been suffered thereby, pay compensation the amount of which shall not exceed the charge for carriage of the vehicle.
- § 2 If, in case of delay in loading for a reason attributable to the railway the person entitled elects not to proceed with the contract of carriage, the carriage charges for carriage of the vehicle and of the passengers shall be refunded to him. In addition the person entitled may, if he proves that loss or damage has been suffered as a result of the delay, claim compensation not exceeding the charge for carriage of the vehicle.
- § 3 In case of total or partial loss of the vehicle, the compensation payable to the person entitled for the loss or damage proved shall be calculated on the usual value of the vehicle and may not exceed 8000 units of account.
- § 4 In respect of articles placed inside the vehicle, the railway shall be liable only for loss or damage caused by a fault on its part. The total compensation payable may not exceed 1000 units of account.
- The railway shall be liable in respect of articles placed on the outside of the vehicle only in the case of wilful misconduct.
- § 5 A loaded or unloaded trailer shall be considered as a vehicle.
- § 6 The other provisions relating to liability in respect of registered luggage shall apply to the carriage of motor vehicles.

Chapter III
Common provisions concerning liability

Article 42
Loss of the right to invoke the limits of liability

The provisions of Articles 30, 31 and 38 to 41 of the Uniform Rules or those of national law, limiting compensation to a fixed amount, shall not apply if it is proved that the loss or damage resulted from an act or omission, on the part of the railway, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result.

Article 43
Conversion of, and interest on, compensation

- § 1 Where the calculation of compensation requires the conversion of sums expressed in foreign currencies, conversion shall be at the rate of exchange applicable on the day and at the place of payment of the compensation.

- § 2 The person entitled may claim interest on compensation payable, calculated at five per cent per annum, from the day of the claim referred to in Article 49 or, if no such claim has been made, from the day on which legal proceedings are instituted.
- § 3 However, in the case of compensation payable under Articles 27 and 28, interest shall accrue only from the day on which the events relevant to the assessment of the amount occurred, if that day is later than that of the claim or the day when legal proceedings were instituted.
- § 4 In the case of registered baggage, interest shall only be payable if the compensation exceeds eight units of account per luggage registration voucher.
- § 5 In the case of registered luggage, if the person entitled does not submit to the railway, within a reasonable period allocated to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

Article 44

Liability in case of nuclear incidents

The railway shall be relieved of liability under the Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to a State's laws and regulations governing liability in the field of nuclear energy.

Article 45

Liability of the railway for its servants

The railway shall be liable for its servants and for any other persons whom it employs to perform the carriage.

If however such servants and other persons, at the request of a passenger, render services which the railway itself is under no obligation to render, they shall be deemed to be acting on behalf of the passenger to whom the services are rendered.

Article 46

Other actions

In all cases to which the Uniform Rules apply, any action in respect of liability on any grounds whatsoever, may be brought against the railway only subject to the conditions and limitations laid down in those Rules.

The same shall apply to any action brought against those servants and other persons for whom the railway is liable under Article 45.

Article 47
Special provisions

- § 1 Subject to Article 41, the liability of the railway in respect of loss or damage resulting from the late running or cancellation of a train or from a missed connection shall be determined by the laws and regulations of the State in which the incident occurred.
- § 2 Subject to Article 26, the railway shall not be liable in respect of articles and animals the care of which is the responsibility of the passenger under Article 15, § 5 or of articles which the passenger has on him, unless the loss or damage is caused by a fault on the part of the railway.
- § 3 The other Articles of Title III, and Title IV, shall not apply to the cases §§ 1 and 2.

Title IV
Assertion of rights

Article 48
Ascertainment of partial loss of, or damage to, registered luggage

- § 1 When partial loss of, or damage to, registered luggage is discovered or presumed by the railway or alleged by the person entitled, the railway must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the registered luggage, its mass and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of the report must be supplied free of charge to the person entitled.

- § 2 Should the person entitled not accept the findings in the report, he may request that the condition and mass of the registered luggage and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties or by a court. The procedure to be followed shall be governed by the laws and regulations of the State in which such ascertainment takes place.
- § 3 In case of loss of an item of registered luggage, the person entitled must, to facilitate the enquiries to be made by the railway, give as accurate a description as possible of the missing item of luggage.

Article 49
Claims

- § 1 Claims relating to the liability of the railway in case of death of, or personal injury to, passengers shall be made in writing to one of the following railways:
- a) to the railway that is liable; if, in accordance with Article 26, § 4, two railways are liable, to one of them;
 - b) to the railway of departure;

- c) to the railway of destination;
- d) to the railway of the passenger's domicile or of his usual place of residence, provided that the headquarters of that railway is on the territory of a Member State.

§ 2 Other claims relating to the contract of carriage shall be made in writing to the railway specified in Article 51, §§ 2 and 3.

On settlement of the claim, the railway may require the surrender of tickets or luggage registration vouchers.

§ 3 A claim may be made by persons who have the right to bring an action against the railway under Article 50.

§ 4 Tickets, luggage registration vouchers and other documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, the copies to be duly authenticated if the railway so requires.

Article 50

Persons who may bring an action against the railway

An action may be brought against the railway by the person who produces the ticket or luggage registration voucher, as the case may be, or failing that, furnishes the proof of his right to sue.

Article 51

Railways against which an action may be brought

§ 1 An action based on the liability of the railway in case of death of, or personal injury to, passengers may only be brought against the railway that is liable within the meaning of Article 26, § 4. In the case of joint operation by two railways the person entitled may elect to sue either of them.

§ 2 An action for the recovery of a sum paid under the contract of carriage may be brought against the railway which has collected that sum or against the railway on whose behalf it was collected.

§ 3 Other actions arising from the contract of carriage may be brought against the railway of departure, the railway of destination or the railway on which the event giving rise to the proceedings occurred.

Such actions may be brought against the railway of destination even if it has not received the registered luggage.

§ 4 If the plaintiff can choose between several railways, his right to choose shall be extinguished as soon as he brings an action against any one of them.

§ 5 An action may be brought against a railway other than those specified in §§ 2 and 3 when instituted by way of counter-claim or by way of exception to the principal claim based on the same contract of carriage.

Article 52
Competence

- § 1 Actions based on the liability of the railway in case of death of, or personal injury to, passengers may only be instituted in the competent court of the State in whose territory the accident to the passenger happened unless otherwise provided in agreements between States or in acts of concession.
- § 2 Other actions brought under the Uniform Rules may only be instituted in the competent court of the State having jurisdiction over the defendant railway, unless otherwise provided in agreements between States or in acts of concession.

When a railway operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this paragraph.

Article 53
**Extinction of right of action arising from liability in case
of death of, or personal injury to, passengers**

- § 1 Any right of action by the person entitled based on the liability of the railway in case of death of, or personal injury to, passengers shall be extinguished if notice of the accident to the passenger is not given by the person entitled, within six months of his becoming aware of the loss or damage, to one of the railways to which a claim may be made in accordance with Article 49, § 1.

Where the person entitled gives oral notice of the accident to the railway, the railway shall furnish him with an acknowledgement of such oral notice.

- § 2 Nevertheless, the right of action shall not be extinguished if:
- a) within the period of time specified in § 1 the person entitled has made a claim to one of the railways designated in Article 49, § 1;
 - b) within the period of time specified in § 1 the railway that is liable, or one of the two railways if in accordance with Article 26, § 4 two railways are liable, has learned of the accident to the passenger in some other way;
 - c) notice of the accident has been given, or has been given late, as a result of circumstances for which the person entitled is not responsible;
 - d) the person entitled proves that the accident was caused by a fault of the railway.

Article 54
**Extinction of right of action arising from the contract of carriage
of registered luggage**

- § 1 Acceptance of the luggage by the person entitled shall extinguish all rights of action against the railway arising from the contract of carriage in case of partial loss, damage or of delay in delivery.

§ 2 Nevertheless, the right of action shall not be extinguished:

- a) in the case of partial loss or of damage, if:
 - i) the loss or damage was ascertained before the acceptance of the luggage in accordance with Article 48 by the person entitled;
 - ii) the ascertainment which should have been carried out under Article 48 was omitted solely through the fault of the railway;
- b) in the case of loss or damage which is not apparent and is not ascertained until after acceptance of the luggage by the person entitled, provided that he:
 - i) asks for ascertainment in accordance with Article 48 immediately after discovery of the loss or damage and not later than three days after the acceptance of the luggage;
 - ii) and, in addition, proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery;
- c) in the case of delay in delivery, if the person entitled has, within twenty-one days, asserted his rights against one of the railways referred to in Article 51, § 3;
- d) if the person entitled furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway.

Article 55

Limitation of actions

§ 1 The period of limitation for actions for damages based on the liability of the railway in case of death of, or personal injury to, passengers shall be:

- a) in the case of a passenger, three years from the day after the accident;
- b) in the case of other persons entitled, three years from the day after the death of the passenger, subject to a maximum of five years from the day after the accident.

§ 2 The period of limitation for other actions arising from the contract of carriage shall be one year.

Nevertheless, the period of limitation shall be two years in the case of an action for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

§ 3 The period of limitation provided for in § 2 shall run:

- a) in actions for compensation for total loss, from the fourteenth day after the expiry of the period of time referred to in Article 23, § 3;
- b) in actions for compensation or partial loss, for damage or for delay in delivery, from the day when delivery took place;
- c) in actions for payment or refund of carriage charges, supplementary charges or surcharges, or for correction of charges in the event of a tariff being wrongly applied or of an error in calculation or collection: from the day of payment or, if payment has not been made, from the day when payment should have been made;

- d) in actions to recover additional duty demanded by Customs or other administrative authorities, from the day of the demand made by such authorities;
- e) in all other cases involving the carriage of passengers, from the day of expiry of validity of the ticket.

The day indicated for the commencement of the period of limitation shall not be included in the period.

- § 4 When a claim is presented to a railway in accordance with Article 49 together with the necessary supporting documents, the period of limitation shall be suspended until the day that the railway rejects the claim by notification in writing and returns the documents. If part of the claim is admitted, the period of limitation shall recommence in respect of that part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall rest on the party who relies on those facts.

The period of limitation shall not be suspended by further claims having the same object.

- § 5 A right of action which has become time-barred may not be exercised by way of counterclaim or relied upon by way of exception.
- § 6 Subject to the foregoing provisions, the suspension and interruption of periods of limitation shall be governed by national law.

Title V

Relations between railways

Article 56

Settlement of accounts between railways

Any railway which has collected or ought to have collected carriage charges must pay to the railways concerned their respective shares of such charges.

Article 57

Recourse in case of loss or damage

- § 1 A railway which has paid compensation in accordance with the Uniform Rules, for total or partial loss of, or for damage to, registered luggage, has a right of recourse against the other railways which have taken part in the carriage, in accordance with the following provisions:
- a) the railway which has caused the loss or damage shall be solely liable for it;
 - b) when the loss or damage has been caused by more than one railway, each shall be liable for the loss or damage it has caused: if such distinction cannot be made, the compensation shall be apportioned between those railways in accordance with (c);
 - c) if it cannot be proved that the loss or damage has been caused by one or more railways in particular, the compensation shall be apportioned between all the

railways which have taken part in the carriage, except those which can prove that the loss or damage was not caused on their lines; such apportionment shall be in proportion to the kilometric distances contained in the tariffs.

- § 2 In the case of the insolvency of any one of the railways, the unpaid share due from it shall be apportioned among all the other railways which have taken part in the carriage, in proportion to the kilometric distances contained in the tariffs.

Article 58

Recourse in case of delay in delivery

Article 57 shall apply where compensation is paid for delay in delivery. If the delay has been caused by more than one railway, the compensation shall be apportioned between such railways in proportion to the length of the delay occurring on their respective lines.

Article 59

Procedure for recourse

- § 1 The validity of the payment made by the railway exercising one of the rights of recourse under Articles 57 and 58 may not be disputed by the railway against which the right to recourse is exercised, when compensation has been determined by a court and when the latter railway, duly served with notice, has been afforded an opportunity to intervene in the proceedings. The court seized of the main proceedings shall determine what time shall be allowed for such notification and for intervention in the proceedings.
- § 2 A railway exercising its right of recourse must take proceedings by one and the same action against all the railways concerned, with which it has not reached a settlement, failing which it shall lose its right of recourse in the case of those against which it has not taken proceedings.
- § 3 The court shall give its decision in one and the same judgment on all recourse claims brought before it.
- § 4 The railways against which such action has been brought shall have no further right of recourse.
- § 5 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled on the basis of the contract of carriage.

Article 60

Competence for recourse claims

- § 1 The courts of the country in which the railway, against which the recourse claim has been made, has its headquarters shall have exclusive competence for all recourse claims.
- § 2 When the action is to be brought against several railways, the plaintiff railway shall be

entitled to choose the court in which it will bring the proceedings from among those having competence under §1.

Article 61
Agreements concerning recourse

By agreement, railways may derogate from the provisions concerning reciprocal rights of recourse set out in Title V, apart from that contained in Article 59, § 5.

Title VI
Exceptional provisions

Article 62
Derogations

The provisions of the Uniform Rules shall not prevail over those provisions which certain States are obliged to adopt, in traffic among themselves, in pursuance of certain Treaties such as the Treaties relating to the European Coal and Steel Community and the European Economic Community.