



Rules for international carriage of passengers

Workshop “Passengers, goods and dangerous goods”, Baku, 3-4.5.2016



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A freight train is shown in motion, moving from left to right across a field. The lead locomotive is orange and black, with the number 961 visible on its front. The train consists of several dark-colored freight cars. The background features a cloudy sky and a distant horizon. The entire image is overlaid with a dark blue semi-transparent filter.

CIV legal regime – scope of application

CIV legal regime

International passenger rail traffic

CIV Uniform Rules = Appendix A to COTIF – applied by 45 OTIF Member States

Cross border carriage of passengers under a single uniform legal regime:

- Rights and obligations of the parties to the contract are clearly defined
- Despite different legal cultures and different economic development of OTIF Member States a certain degree of harmonisation in liability issues is ensured

➔ **legal certainty**

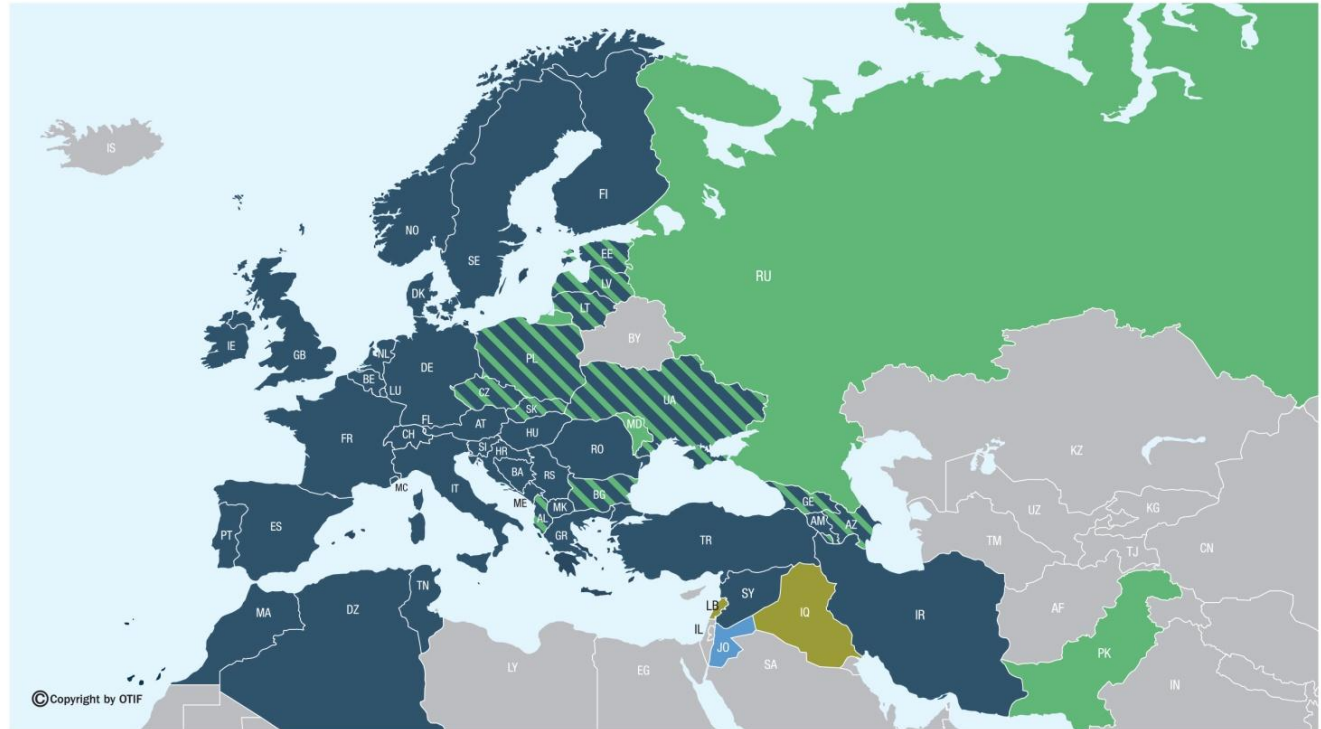


État au 14 avril 2016
Stand 14. April 2016
Situation on 14th April 2016



Champ d'application géographique CIV-SMPS Geografischer Anwendungsbereich CIV-SMPS Geographical scope CIV-SMPS

-  CIV
-  CIV/SMPS
-  SMPS
-  Membership suspended
-  Associate Members



CIV maritime and inland waterway services



An aerial view of a large railway station, likely a high-speed rail hub, featuring multiple tracks, platforms, and several high-speed trains. The image is overlaid with a blue tint. The text "Mandatory law" is displayed in white on the left side. A horizontal bar with a color gradient from dark blue to red is positioned below the text.

Mandatory law



Possible derogations

- Where **Member States** can derogate:
 - declaration regarding liability – death of or injuries to passengers
 - agreements between MS (e.g. traffic between border stations)
- Where parties to the contract/carriers can derogate
 - for certain issues express **references to General Conditions of Carriage**
 - provisions expressly allowing the **parties to the contract** to agree something else
 - provisions expressly allowing carriers to conclude agreements derogating from the CIV UR (**relations between carriers**)

Derogations in favour of passengers are always possible

(Art. 5 – extension of carrier's liability or carrier's obligations)



Mandatory legal nature of the CIV UR

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- Application of the CIV UR is **mandatory**, but
- CIV UR do not contain detailed rules regarding all issues related to the carriage of passengers by rail and
- they also contain supplementary rules that only apply if nothing else has been agreed (e.g. payment of the carriage charge)



- margin for implementation and supplements set up by the railway sector (CIT)
- Issues not governed by the CIV UR: national law applies (Art. 8 COTIF)

CIV and General Conditions of Carriage

Examples of CIV issues covered by the “General Conditions of Carriage” of the carrier

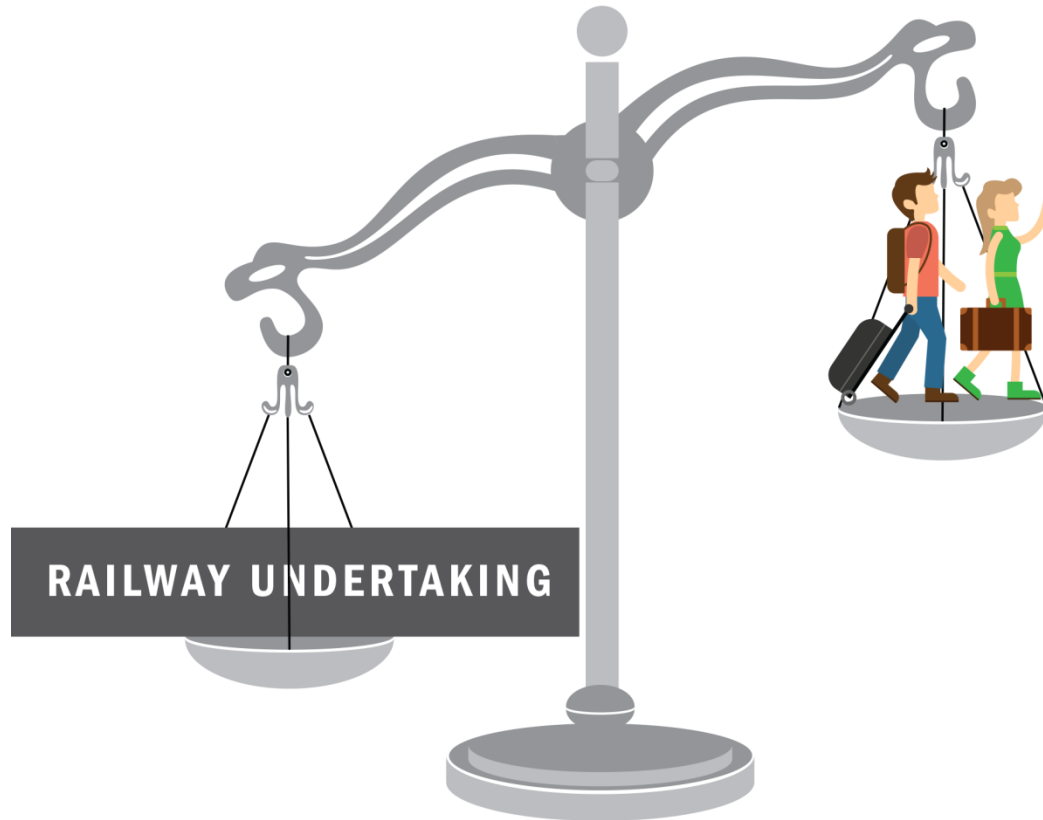
- form and content of tickets
- payment/refund of the carriage charge
- exclusion of passengers from carriage
- acceptable hand luggage and animals
- registration and carriage of luggage and
- (if applicable) conditions for carriage of vehicles (cars)

CIV contract of carriage



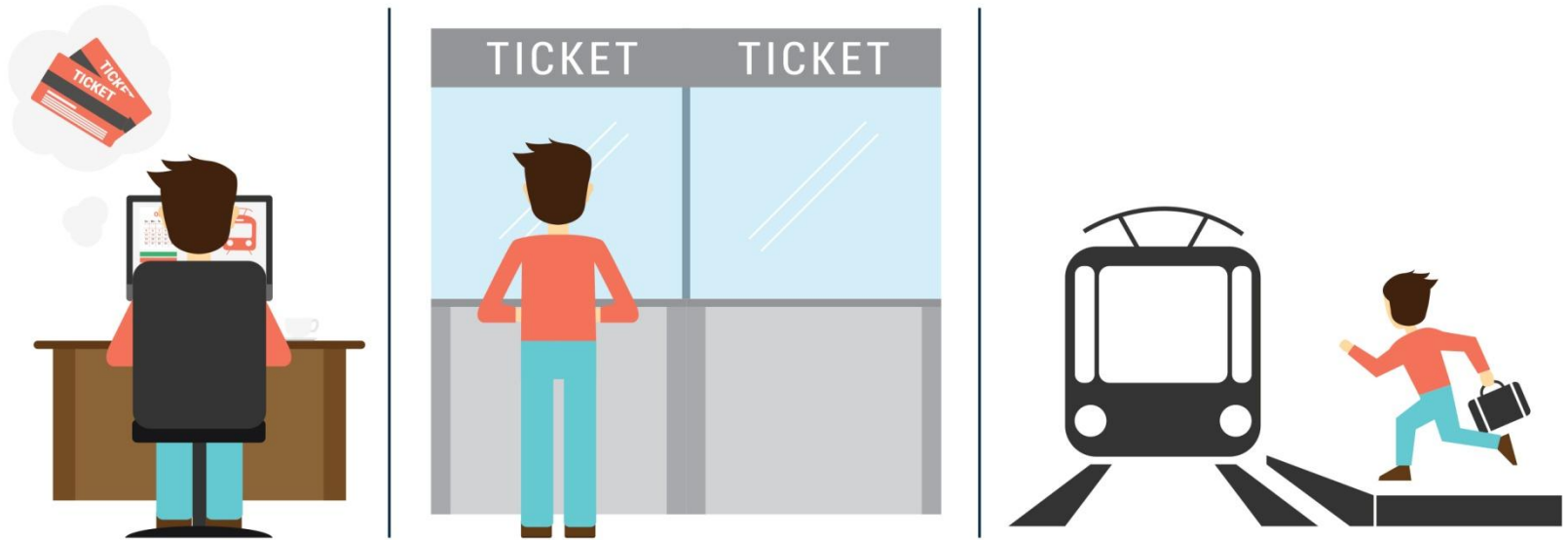
A person stands on a wet street at night, looking at a blurred train passing by. The scene is illuminated by streetlights, creating a warm, orange glow. The text 'CIV contract of carriage' is overlaid in white.

Civil law contract between equal parties, but ...

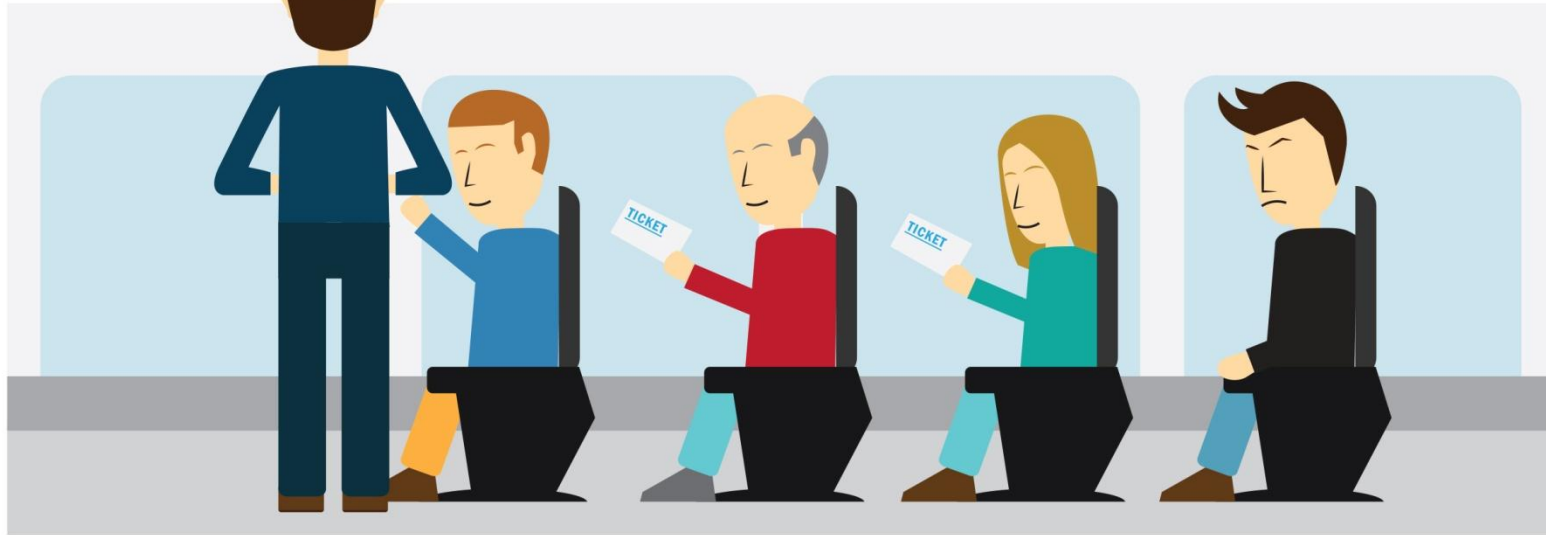


Conclusion of the contract of carriage – consensual contract

How does the concordant will come about?



Ticket as proof of the contract of carriage





Liability of the carrier

Liability and assertion of rights

(Partially) harmonised liability rules on

- liability principles – strict liability of the carrier
- maximum amounts (material damages)
- rules saying against whom an action may be brought
- forum (civil courts in which State?)
- extinction of right of action
- time limitation of actions

Carrier's liability - role of national law: to what extent does it apply?

Examples

National law applies to:
immaterial damage



No room for
application
of national law to:
grounds for relief



Liability in case of death of/injuries to passengers

- **Carrier liable** (who provided the transport service/was bound to provide it)
- Damages to be paid depending on whether there is a maximum amount for compensation in national law: a **minimum** of 175,000 SDR (~ 246,000 \$ or 217,000 €) where a lower upper limit is provided for
- The rules also apply to persons accompanying a **CIM** consignment

Declaration of non-application is possible (MS notify the Depositary)



Liability in case of failure to keep to the timetable

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Obligation of the carrier resulting from the contract: to **make continuation of the journey possible**, even in cases of cancellation or late running of trains (no specific provision).

In situations where the **journey cannot be continued** the same day compensation of:

- Reasonable costs of accommodation
- Reasonable costs occasioned by having to notify persons expecting the passenger

Carrier's liability for registered luggage / hand luggage

Registered luggage: strict liability of the carrier, a few grounds for relief, fixed limits

- ❖ Loss
- ❖ Damage
- ❖ Delay in delivery

Hand luggage:

- ❖ Under supervision of the passenger → carrier liable only if he is at fault
- ❖ Hand luggage lost or damaged in case of death of/injury to passenger → strict liability of the carrier, fixed limit

CIV and PRR



CIV and PRR

Current state and future

- **CIV UR are a proven regime for international passenger traffic taken over in 2007 by the European Union in its Passengers' Rights Regulation (PRR)**
- PRR can grant more passenger rights than COTIF/CIV, which covers a larger community of States
- PRR: specific enforcement mechanism – CIV: civil judicial procedure
- Revision of PRR is currently underway (stakeholder consultation) – coordinated revision of CIV UR is being prepared
- Correlation between the PRR and the CIV UR may also be revised



Organisation intergouvernementale pour les transports internationaux ferroviaires
Zwischenstaatliche Organisation für den internationalen Eisenbahnverkehr
Intergovernmental Organisation for International Carriage by Rail

Gryphenhübeliweg 30
CH - 3006 Berne

+ 41 (0)31 359 10 10
eva.hammerschmiedova@
otif.org
www.otif.org