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**Annex 2 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS
ON THE CONTRACT OF CARRIAGE OF PASSENGERS
IN INTERNATIONAL TRAFFIC**

**SECTION I
GENERAL PROVISIONS**

**Article 1
Scope**

§ 1. The General Provisions on the Contract of Carriage of Passengers in International Traffic (hereinafter 'General Provisions') shall lay down the basic requirements to be met by a contract of carriage of passengers and luggage in international railway traffic.

§ 2. The General Provisions shall apply to the carriage of passengers and luggage if:

1. The departure and destination stations are located in two different States;
2. The departure and destination stations are located in the same State, but the contract of carriage was concluded in a different State.

The parties to the agreement may at any time declare the non-application of subparagraph 2 of § 2 of this Article.

3. The departure and destination stations are located in the same State, but carriage is effected in transit through the territories of other States.

**Article 2
Terms**

For the purposes of the General Provisions, the following terms shall be defined as set out below:

luggage – items (articles) belonging to a passenger, accepted by the carrier for carriage in the luggage van of a passenger train or in a specially equipped place of a coach;

contractual carrier – a legal person that has entered into a contract of carriage in accordance with these General Provisions;

persons with reduced mobility – persons having permanent or temporary physical, mental, intellectual or sensory impairments who, in the context of interaction with various barriers, cannot make full and effective use of transport services on an equal basis with other passengers, or persons whose mobility is reduced as a result of age;

coach operator – a legal person having passenger coaches or luggage vans of which it is the proprietor or the keeper and participating, on the basis of a contract with a carrier, in the execution of carriage using these coaches;

consignor – a passenger who sends luggage and is shown in the carriage document;

passenger – a natural person using the services of a carrier in accordance with a contract of carriage or on other lawful grounds;

carriage document – a document confirming the conclusion of a contract for the carriage of luggage;

carrier – a contractual carrier and all successive carriers involved in the carriage of a passenger and luggage;

consignee – a passenger who receives luggage and is shown in the carriage document;

successive carrier – a legal person that assumes obligations under a contract of carriage from the contractual carrier or from another successive carrier for the purposes of further carriage;

travel document – a document confirming the conclusion of a contract for the carriage of a passenger;

hand luggage – items belonging to passengers which the passengers carry with them in a coach free of charge;

infrastructure manager – a person who provides services to carriers relating to the use of infrastructure;

participants in carriage – carriers, actual carriers, coach operators, and infrastructure managers ;

actual carrier – a legal person that has not concluded a contract of carriage but to whom a contractual or a successive carrier has entrusted the execution of carriage by rail on a particular section.

Article 3

Partial invalidity and severability

§ 1. Any condition of a contract of carriage which is at odds with the conditions laid down in the General Provisions shall be null and void, except in cases expressly provided for in the General Provisions. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.

§ 2. The carrier may undertake additional commitments under a contract of carriage provided that, as a result, there is no deterioration in the conditions of carriage of the passenger and luggage laid down by these General Provisions.

§ 3. Carriers may conclude amongst themselves agreements on mutual relations in the execution of carriage in international passenger traffic.

SECTION II CONCLUSION AND EXECUTION OF THE CONTRACT OF CARRIAGE

Article 4 Contract of carriage

§ 1. In accordance with the contract of carriage, the carrier shall undertake to carry the passenger and luggage to the place of destination and to deliver the luggage to the consignor or consignee, while the passenger and/or consignor must pay the charge laid down.

§ 2. The contract of carriage must be confirmed by one or more travel documents or carriage documents.

§ 3. The carrier shall have the right not to conclude a contract of carriage if:

1. the conclusion of a contract is precluded by the General Provisions;
2. the stations of departure and destination and the route are not included in the applicable tariffs;
3. on the desired departure date there are no vacant seats available in a coach intended for the carriage of passengers;
4. in the case of the carriage of luggage, there is no luggage van running on the route or it has no free space for luggage.

§ 4. The carrier must ensure that the passenger is provided with information on the conditions of carriage and the services provided by the carrier, and on the rights and obligations of the passenger in accordance with these General Provisions.

§ 5. Passengers' complaints concerning their travel conditions and the conditions in which luggage is carried shall be examined by carriers in accordance with the procedure and within the time limits set in national law laying down the procedure for the examination of such matters.

Article 5 Travel document

§ 1. The component parts of travel documents, as well as the languages used, shall be determined by the Rules governing the Carriage of Passengers and Luggage in International Traffic (hereinafter 'the Rules of Carriage').

§ 2. The travel document shall be established in the form of a paper document or of an electronic document, both having equal legal force.

§ 3. The following particulars shall be shown in the travel document:

1. the carrier or carriers;
2. the names of stations of departure and destination;
3. the number of persons;
4. the fare;

5. date of the contract of carriage.
 6. the period of validity of the travel document.
- § 4. In addition to the particulars specified in § 3 of this Article, the travel document may contain other information envisaged by the Rules of Carriage.
- § 5. On receipt of the travel document, the passenger must check that the particulars it contains are correct.
- § 6. The validity period and validity of the travel document shall be laid down by the Rules of Carriage.
- § 7. The procedure for keeping and inspecting travel documents en route shall be established by the Rules of Carriage.
- § 8. The Procedure for the carriage of passengers under electronic travel documents shall be established by the rules of carriage.

Article 6

Carriage document

- § 1. The following particulars shall be shown in the carriage document:
1. the carrier or carriers;
 2. the names of stations of departure and destination;
 3. the weight of the luggage;
 4. the number of seats/berths;
 5. the carriage charge;
 6. date of the contract of carriage.
 7. Information on the consignor and consignee.
- § 2. In addition to the particulars specified in § 1 of this Article, the carriage document may contain other information envisaged by the Rules of Carriage.
- § 3. The languages used when completing the travel document shall be determined by the Rules of Carriage.
- § 4. Upon receipt of the carriage document, the consignor must check that the particulars it contains are correct.

Article 7

Right to be travel. Refusal of carriage

- § 1. The passenger's right to travel shall be confirmed by a valid travel document.
- § 2. A person travelling without a travel document or with an invalid travel document shall be allowed to continue their journey, if there are vacant seats on the train, after they have paid the fare and the penalty provided for in § 2 of Article 28 of these General Provisions.
- § 3. The carrier shall have the right to terminate the contract of carriage if:
1. the passenger or the consignor of the luggage does not comply with these General Provisions;
 2. the passenger does not comply with the conditions laid down for the carriage of hand luggage;

3. the behaviour or condition of the passenger impairs the travelling conditions of other passengers or endangers their safety;

4. the behaviour or condition of the passenger poses a threat to traffic safety;

5. execution of the contract of carriage is obstructed by circumstances which the carrier or participants in carriage authorised by the carrier cannot avert and the elimination of which is beyond their control.

§ 4. When required by the passenger or the consignor, the carrier or authorised officer by the carrier must confirm the non-execution of, or the amendment of the conditions of, the contract of carriage in the manner established by the Rules of Carriage.

Article 8

Allocation of seats/berths on a train. Transferring to a coach of another class or a seat/berth of another category. Interrupting the journey

§ 1. The carrier must provide conditions of carriage for the passenger in accordance with the contract of carriage.

§ 2. A passenger who cannot be given the seat/berth indicated in their travel document for reasons attributable to the carrier shall have the right to forgo their journey.

At the passenger's request, the carrier must, if there are vacant seats/berths on the train, allocate a seat/berth of any category. When allocating the passenger a seat/berth of a higher category, the passenger shall not be charged the difference in fare.

When travel is refused or a seat/berth is allocated in a coach of a lower class or category, the full cost of the travel documents or the difference in the cost of the travel documents shall be refunded by the carrier which concluded the contract of carriage, in the manner established by the Rules of Carriage.

§ 3. The passenger shall have the right to move to a seat/berth or coach of a higher class or category than that indicated in their travel document if the carrier is able to allocate a vacant seat/berth and the passenger pays the difference in fare in accordance with the applicable tariffs.

§ 4. Within the period of validity of the travel document the passenger may interrupt the journey at stations where the train stops.

The procedure for interrupting and resuming the journey shall be established by the Rules of Carriage.

Article 9

Carriage by special train or coach

§ 1. Passengers may be carried by special train or coach intended for making a trip on the basis of an order with mandatory agreement of the conditions of carriage between the participants involved in the carriage.

§ 2. Any legal or natural person shall be entitled to submit an order for carriage by special train or coach. The procedure for submitting an order shall be established by the contractual carrier.

§ 3. The carrier may refuse to organise carriage by special train or coach.

Article 10

Carriage of children

§ 1. A passenger shall have the right to take one child free of charge if the child is less than four years of age at the start of the journey and does not occupy a separate seat.

§ 2. The procedure for carriage of, and payment of the fare for, children who are less than twelve years of age at the start of a journey shall be established by the Rules of Carriage.

Article 11

Carriage of persons with reduced mobility

§ 1. At the request of persons with reduced mobility, a carrier shall provide information on its services provided, the possibilities for making a journey and access to railway stations, passenger platforms and rolling stock.

§ 2. The carrier or persons authorised by the carrier shall, where possible, ensure that the station, passenger platform and rolling stock are accessible to persons with reduced mobility. These services shall be provided at no additional charge.

§ 3. The carrier shall provide services for the reservation and sale of travel documents for persons with reduced mobility under non-discriminatory conditions.

§ 4. Persons with reduced mobility requiring assistance in accessing a railway station, passenger platform or rolling stock shall inform the carrier of their intention to make a journey at least 48 hours before the start of the journey. If that condition is not met, the carrier shall take all possible measures to organise the carriage of a person with reduced mobility.

§ 5. The carrier or persons authorised by the carrier shall determine the means by which persons with reduced mobility can announce their arrival at the station of departure and request the necessary assistance.

§ 6. Assistance shall be provided on condition that the person with reduced mobility presents him/herself at the time and place specified by the carrier providing the assistance, or by persons authorised by the carrier; the time specified shall not be more than 60 minutes before the departure of the train.

§ 7. Persons with reduced mobility shall be entitled to carry with them, free of charge and in excess of the hand luggage limit laid down, equipment that is necessary for their mobility.

Article 12

Carriage of hand luggage and animals

§ 1. Passengers may carry hand luggage and animals with them. The conditions for carriage of hand luggage and animals as well as the list of articles not accepted for carriage as hand luggage shall be established by the Rules of Carriage.

§ 2. The carriage of dangerous goods (articles) in hand luggage shall be governed by the General Provisions on the carriage of dangerous goods in international railway traffic.

§ 3. The passenger himself shall take care of the integrity and safety of his hand luggage, and also of the animals accompanying him.

Article 13 **Carriage of luggage**

§ 1. Luggage shall be accepted for carriage only on presentation of a travel document.

§ 2. Carriers shall forward luggage through the border stations indicated in the travel and carriage documents.

§ 3. The carriage of dangerous goods as luggage shall be governed by the General Provisions on the carriage of dangerous goods in international rail traffic.

§ 4. Articles which are prohibited for carriage as luggage and the norms, conditions and procedure for the acceptance, carriage and delivery of luggage shall be established by the Rules of Carriage

§ 5. When accepting luggage, the carrier must check its compliance with these General Provisions and the Rules of Carriage.

§ 6. At the time of handing over the luggage, the consignor may declare its value in the currency of the country of dispatch. The procedure for declaring the value of luggage shall be established by the Rules of Carriage.

The carrier shall have the right to demand payment of a supplementary charge for the declaration of value of luggage.

§ 7. Luggage shall be delivered only at the destination station shown on the carriage document. At the time of delivery of the luggage, the consignee shall pay all additional expenses incurred by the carrier as a result of the consignor's failure to comply with the conditions of carriage.

§ 8. The carrier must notify the consignee of the arrival of luggage at the destination station or of a delay en route.

§ 9. Luggage not received by the consignee within the time limits established by the Rules of Carriage shall be considered to be unclaimed and shall be subject to sale by the carrier.

§ 10. If, for reasons attributable to the carrier, luggage is not delivered to the consignee within 10 days of the date of expiry of the delivery period, the luggage shall be considered lost.

Article 14 **Luggage delivery periods**

§ 1. Luggage delivery periods shall be determined for the whole of the route on the basis of norms laid down by the Rules of Carriage.

§ 2. The luggage delivery period shall be extended by:

1. The duration of any delay en route for reasons beyond the carrier's control;
2. The duration of operations associated with an examination of the luggage, if the examination reveals a breach of Article 13 of these General Provisions;
3. The time necessary for forwarding the luggage, or in the cases provided for

by the Rules of Carriage.

Article 15
Customs and other rules

The passenger shall comply with passport and administrative (including visa), customs and other rules laid down for travel by rail in international traffic.

SECTION III
CARRIAGE CHARGES

Article 16
Calculation and collection of carriage charges

§ 1. The carriage charges (cost of a ticket, seat reservation, charge for the carriage of luggage) for the carriage of passengers and luggage shall be calculated according to the international tariff applicable on the day of departure of the train.

§ 2. The carriage charges shall be collected at the time of issue of the travel, carriage documents for the whole route from the departure station to the destination station.

In addition to the carriage charges, additional payments and fees may be collected from passengers or consignors in accordance with the national law of the State where the travel, carriage document was issued.

Article 17
Refund of carriage charges

§ 1. In the event of a refusal of travel or a change in the conditions of the contract of carriage, the passenger or consignor shall have the right to demand a refund of the corresponding carriage charges.

§ 2. The carriage charges shall be refunded by the contractual carrier in accordance with the Rules of carriage

SECTION IV
LIABILITY UNDER THE CONTRACT OF CARRIAGE

Article 18
General Provisions concerning liability of the carrier

§ 1. The carrier shall bear liability in respect of the passenger, the consignor or the consignee for failing to fulfil, or inadequately fulfilling, its obligations under a contract of carriage, in the manner and within the limits established by these General Provisions.

§ 2. The carrier shall be relieved of liability for failing to fulfil, or inadequately

fulfilling, its obligations under a contract of carriage as a result of:

1. circumstances which the carrier could not avert and elimination of which was beyond its control;

2. damage caused due to the fault of a passenger, consignor or consignee;

3. actions of third parties which the carrier, in spite of taking all precautions, could not avoid or prevent their effects.

4. breaches, by the passenger, the consignor or the consignee, of passport and administrative, customs, sanitary, veterinary and other rules laid down for travel by rail in international traffic.

§ 3. If the carrier's liability arose due to the actions of third parties and, in spite of this, the carrier has not been fully relieved of its liability under subparagraph 3 of § 2 of this Article, the carrier shall be liable under these General Provisions, reserving the right of recourse in relation to third parties.

§ 4. The carrier shall be liable for actions of its staff members and any other persons whose services it uses to execute the contract of carriage, when these staff members or other persons are performing their duties.

Article 19

Carrier's liability in the event of damage to the life or health of a passenger

§ 1. The carrier shall be liable for damage caused to the life or the physical or mental health of passengers during their carriage by rail in international traffic, from the time they board the train until the time they alight from the train.

§ 2. The carrier shall be relieved of liability if damage caused to the life or health of a passenger occurred as a result of deliberation actions on the part of the passenger.

§ 3. Liability in the event of damage to the life or health of a passenger during their carriage by rail in international traffic shall be borne by the carrier performing carriage at the time the damage was caused.

Article 20

Compensation in the event of damage to the life or health of a passenger

§ 1. The following shall be subject to compensation in the event of damage to the physical or mental health of a passenger:

1. necessary substantiated expenditure incurred owing to damage to health;

2. losses suffered by the passenger owing to total or partial incapacity to work or an increase in his recognised needs.

§ 2. In the event of the death of a passenger, the following shall be subject to compensation:

1. necessary expenditure that has arisen in connection with the death of the passenger;

2. the necessary expenditure provided for in § 1 of this Article, if death is not

instantaneous.

§ 3. In the event of the death of a passenger, persons to whom the passenger was obliged or in the future might have been obliged by law to provide material support and who have been deprived of such support shall be entitled to compensation for damages. The list of such persons and the procedure for, and level of, compensation for damage shall be determined by the national law of the State in whose territory the damage was sustained by the passenger. The amount of compensation for a damage shall be not less than 3 000 SDR (special drawing right as determined by the International Monetary Fund), unless national law provides for a larger amount of compensation for the damage.

§ 4. The procedure for, and level of, compensation for damage caused to the life or physical or mental health of a passenger shall be determined by the national law of the State on whose territory the damage was caused.

Article 21

Carrier's liability in the event of delay or cancellation of a train or through coach

§ 1. The carrier shall be liable to passengers in the event of:

1. cancellation of a train or of a through coach for all or part of the passenger's route;

2. a delay of a train or of a through coach, as a result of which the passenger missed a train connection provided for in the contract of carriage.

3. a delay of a train or of a through coach to the passenger's final destination:

3.1. a delay of 60 minutes or more if the distance of the route taken by the passenger is 3499 km or less;

3.2. a delay of 300 minutes or more if the distance of the route taken by the passenger is 3 500 km or more;

§ 2. Liability to the passenger in the event of a delay or cancellation of a train or of a through coach during carriage by rail in international traffic shall be borne by the contractual and successive carriers involved in performing the carriage.

Article 22

Compensation for damages in the event of a delay or cancellation of a train or through coach

§ 1. If the carrier has announced that the train or through coach to a passenger's final destination as stated in the contract of carriage is delayed by the length of time specified in subparagraph 3 of § 1 of Article 21 of these General Provisions, the passenger shall be entitled to:

1. cancel the contract of carriage and exercise the rights provided for in the Rules of Carriage and the right applicable to the contract of carriage; or

2. continue his journey under appropriate conditions of carriage by the next available train or at a time which is convenient for the passenger; or

3. continue his journey by the train indicated in the contract of carriage,

regardless of the delay.

§ 2. If the train arrives late at the passenger's final destination as shown in the contract of carriage, and if the passenger does not exercise the right referred to in subparagraph 1 of § 1 of this Article, the passenger shall be entitled to receive the following compensation:

1. where the length of the route travelled by the passenger does not exceed 3 499 km:

- 25% of the price of the travel document in the event of a delay of 60-119 minutes; ;

- 50% of the price of the travel document in the event of a delay of 120 minutes or more;

2. where the length of the route travelled by the passenger is 3 500 km or more:

- 25% of the price of the travel document in the event of a delay of 300-599 minutes ;

- 50% of the price of the travel document in the event of a delay of 600 minutes or more;

If both the outward and the return journey are included on the same blank form, compensation for the delay of a train or through coach in one direction shall be calculated on the basis of half of the price of the travel document.

The form of compensation and the procedure for its payment shall be laid down by the carrier.

Compensation shall not be paid if the passenger was informed of the delay of the train before purchasing the travel documents.

§ 3. In the cases of delays or cancellation of trains or through coaches provided for in subparagraphs 1 and 2 of § 1 of Article 21 of these General Provisions, the passenger may exercise the right provided for in subparagraphs 1 and 2 of § 1 of this Article.

§ 4. If a journey cannot be continued under appropriate conditions by another train in the near future, the carrier shall, where possible, organise carriage to the passenger's final destination under appropriate conditions or provide for the passenger hotel or other accommodation, and transport from the railway station to that accommodation, for one or more nights, should it be necessary to stay there.

§ 5. In the cases provided for in § 1 of Article 21 of these General Provisions, the carrier shall inform passengers of the expected time of departure and arrival.

§ 6. In the event of a train being delayed for the period of time specified in subparagraph 3 of § 1 of Article 21 of these General Provisions, passengers shall, where possible, and having regard to the length of the delay, be offered food and drink.

Article 23

Carrier's liability in respect of the carriage of luggage

§ 1. The carrier shall be liable to the consignor and consignee for damage resulting from loss or shortage of, or damage to (spoilage of), luggage from the time the luggage is accepted for carriage until it is delivered, as well as for any delay in delivery of the luggage.

§ 2. The carrier shall be relieved of liability as a result of:

1. the inadequate quality of the luggage, unit container or packaging, or owing to particular natural and physical properties of the luggage, unit container or packaging that has caused damage to them;

2. indication by the consignor of an incorrect, inaccurate or incomplete designation of the luggage or the presence in the luggage of items that are prohibited for carriage;

3. failure by the consignor or consignee to comply with the terms of these General Provisions, and with the requirements of the Rules of Carriage;

4. the checking, detention or confiscation of the luggage by public authorities, for reasons beyond the carrier's control.

§ 3. The carrier shall be relieved of liability if the luggage delivery period is exceeded as a result of:

1. drifts, floods, landslides and other natural phenomena – until movement is restored, but not more than 30 days;

2. other circumstances which have caused a suspension or restriction of traffic and are beyond the control of the carrier.

§ 4. Liability in the event of loss or shortage of, or damage to (spoilage of), luggage over the entire route until the luggage is delivered shall be borne jointly and severally by the contractual carrier and each successive carrier who has accepted the luggage and the relevant obligations under the contract of carriage.

Article 24 Burden of proof

§ 1. The burden of proving that the total or partial loss of, or damage to (spoilage of), luggage has occurred as a result of the circumstances specified in subparagraphs 1, 2 and 3 of § 2 of Article 18 and in subparagraph 1 of § 2 of Article 23 shall be borne by the carrier.

§ 2. If it is established that the loss or shortage of, or damage to (spoilage of) the luggage could have occurred as a result of circumstances specified in subparagraphs 2, 3 and 4 of § 2 of Article 23 of these General Provisions, the damage shall be considered to have occurred as a result of those circumstances until the consignor and consignee prove otherwise.

Article 25 Compensation for damages in the event of total or partial loss of, damage to (spoilage of) or delayed delivery of luggage

§ 1. In cases where these General Provisions require the carrier to compensate the consignor (consignee) for damages in respect of total or partial loss of, or damage to (spoilage of) luggage without a declaration of value, the damages shall be compensated in an amount established in accordance with national law, but shall not exceed 8 SDRs per kilogram of gross mass that is short, or exceed 600 SDRs in

respect of the luggage as a whole.

In the absence of documentary evidence confirming the value of the lost or damaged luggage, damages shall be compensated in an amount not exceeding 2 SDRs for each kilogram of gross mass that is short, or not exceeding 150 SDRs in respect of all of the luggage.

§ 2. In the event of total or partial loss of, or damage to (spoilage of), luggage transported with a declaration of value, the carrier shall compensate the consignor (consignee) for the amount of the declared value or the portion of the declared value corresponding to the portion of the luggage which has been lost.

§ 3. In addition to the compensation provided for in §1 and §2 of this Article, the carriage charges paid and other costs incurred by the consignor (consignee) in connection with the carriage of the lost luggage or the lost portion of it shall be refunded.

§ 4. If the delivery of luggage is delayed, the carrier shall pay, in respect of each day or part-day that elapses after the required delivery time, up to a maximum of 10 days upon expiry of the luggage delivery period:

1. if the consignor (consignee) proves that this has resulted in damages – compensation for damages not exceeding 0.2 SDR per kilogram of gross weight of luggage , or not exceeding 14 SDRs for all the luggage, delivered late;

2. if the consignor (consignee) does not prove that this has resulted in damages – compensation for damages not exceeding 0.14 SDR per kilogram of gross weight of luggage, or not exceeding 9 SDRs for all the luggage, delivered late.

§ 5. In the event of total loss of luggage as referred to in § 9 of Article 13 of these General Provisions, compensation under § 4 of this Article cannot be combined with compensation provided for in § 1 and § 2 of this Article.

§ 6. In the event of partial loss of luggage, compensation under § 4 of this Article shall be paid in respect of the portion that has not been lost.

§ 7. In the event of damage to (spoilage of) luggage that is not the consequence of delayed delivery, the compensation provided for in § 4 of this Article shall, where necessary, be combined with compensation provided for in § 1 and § 2 of this Article.

§ 8. The total amount of compensation determined pursuant to this Article shall not exceed the amount of compensation payable in the event of total loss of the luggage.

§ 9. The procedure for compensating for damages in the event of total or partial loss of, damage to (spoilage of) or delayed delivery of luggage shall be determined by the Rules of Carriage.

§ 10. Damages in the case of total or partial loss of, or damage to (spoilage of), or delayed delivery of luggage shall be compensated to the extent laid down in this Article unless national law provides for higher amounts of compensation.

Article 26

Liability in the event of loss or shortage of, or damage to (spoilage of) hand luggage

§ 1. The carrier shall be liable to the passenger for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him or

with him in the form of hand luggage, including equipment for persons with reduced mobility, only if the damages occurred owing to the carrier's fault.

§ 2. In the event of the death or damage to the health of a passenger, the carrier shall also be liable for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him or with him in the form of hand luggage, including equipment for persons with reduced mobility, in accordance with Article 18 of these General Provisions.

§ 3. Compensation for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him, as referred to in § 2 of this Article, shall be paid, provided that any proof required by national law is available, subject to a limit of 500 SDRs unless national law provides for larger amounts of compensation.

Article 27

Claims between carriers to recover amounts of compensation paid

§ 1. A carrier which, in accordance with these General Provisions, has paid compensation to a passenger or a consignor (consignee) shall have the right of recourse against other carriers involved in the carriage, in accordance with the following provisions:

1. If the loss was caused due to the fault of one carrier, that carrier shall bear sole liability for it;

2. If the loss was caused due to the fault of several carriers involved in the carriage, each of them shall be liable only for the portion of the loss caused due to its fault;

3. If it cannot be proved that the loss or damage was caused due to the fault of one or more carriers and it is not possible to distinguish the fault of each of them, the carriers shall agree on a procedure for apportioning liability.

4. If the carriers cannot reach agreement on a procedure for apportioning liability, liability shall be apportioned among them in respect of each consignment in proportion to the tariff kilometres travelled by the consignment when carried by each of the carriers involved in the carriage, except those which prove that the loss or damage did not arise through any fault of theirs.

§ 2. In the context of refunding amounts of compensation paid for late delivery of luggage, if the delivery delay occurred through the fault of several carriers, the percentage for calculating the compensation shall be determined in accordance with § 4 of Article 25 of these General Provisions on the basis of the total delay over the whole of the route, and shall be applied to the carriage charge received by each of the carriers which allowed a delay to occur.

§ 3. A carrier with whom a claim for refund of compensation paid is lodged shall not be entitled to contest the validity of the compensation payment by the carrier lodging the claim if the compensation was determined by a court decision and if the carrier against whom the claim is made was notified in good time of the consideration of the case by a court.

§ 4. Claims for recovery of compensation paid under a claim shall be lodged within

75 days of the date of actual payment of the compensation due. Claims for recovery of compensation determined by a court decision shall be lodged within 75 days of the date of entry into force of that decision.

§ 5. Carriers may agree amongst themselves on provisions derogating from § 1-§ 4 of this Article.

Article 28

Liability of the passenger and of the consignor

§ 1. The passenger or consignor shall be liable, to the extent of actual damages, for the damage caused to the carrier during the journey and the carriage of luggage as a result of failure to comply with his obligations under these General Provisions, or if damage has been caused by transported items or animals.

§ 2. A passenger who does not present a travel document must pay to the carrier the fare for the journey according to the applicable fare for the distance travelled in the territory of the State where such a journey was detected, and a penalty.

A passenger who did not present a document confirming the right to a privilege, when traveling on a privilege travel document, is obliged to pay the carrier a surcharge up to the full fare for the examined distance through the territory of the State where such journey was detected, and a penalty.

The order of payment of the fare and the penalty is determined in accordance with the national legislation of the state where such a journey was detected.

§ 3. The passenger or consignor shall be relieved of liability if they prove that the damage occurred due to circumstances which they could not avoid and the consequences of which they were unable to prevent, in spite of taking all the precautions required of a passenger or consignor being aware of their responsibility.

SECTION V

CLAIMS AND ACTIONS

Article 29

Claims

§ 1. The right to make a claim against a carrier based on a contract of carriage shall belong to a passenger, a consignor or consignee, a person authorised by them, a passenger's successors and the persons specified in § 3 of Article 20 of these General Provisions.

The procedure for making claims shall be determined by the Rules of Carriage.

§ 2. Claims shall be made in writing with appropriate justification and an indication of the amount claimed.

Claims in respect of the carriage of passengers, based on travel documents, shall be made to the contractual carrier.

Claims for payment of compensation for damage to the life or health of a passenger

shall be made to any carrier involved in the carriage in accordance with the contract of carriage.

Claims for payment of compensation in respect of a delayed or cancelled train or through coach shall be made to any carrier involved in the carriage in accordance with the contract of carriage.

Claims in respect of the carriage of luggage shall be made to the contractual carrier or the carrier which delivered the luggage.

§ 3. A claimant must attach to their claim supporting documents as specified by the Rules of Carriage.

Documents issued by the carrier to the passenger, the consignor and the consignee shall be attached in the original.

§ 4. The carrier shall, within 180 days of the date of receipt of a claim (unless national law provides for a shorter period), examine the claim, respond to the claimant and, in the case of full or partial recognition of the claim, pay the due amount to the claimant. In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the claim and at the same time return the documents attached to the claim.

No claims of SDR 1.5 or less per travel document or per consignment of luggage shall be satisfied.

§ 5. Any claim not made in compliance with § 3 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reason for its return. The return of such a claim by the carrier to the claimant shall not constitute its rejection.

§ 6. In all cases to which these General Provisions apply, any claim may be lodged with a carrier only subject to the conditions and within the scope of the provisions of these General Provisions.

Article 30

Claims limitation under the contract of carriage

§ 1. Claims may be made within 180 days, with the exception of claims for the delayed delivery of luggage, for which a time limit of 30 days is set.

Claims accepted in cases of damage to the life and health of a passenger do not have a limitation period.

§ 2. The time limits specified in § 1 of this Article shall be calculated:

1. From the date of delivery of the luggage in the case of claims for compensation for damage to or partial loss of luggage or for delayed delivery thereof;

2. From 10 days after the delivery deadline in the case of claims for compensation for total loss of luggage;

3. After the expiration of the validity of travel, carriage documents. in the case of claims for refund of carriage charges;

4. From the date of sale of the luggage in the case of claims for refund of the amount remaining from the sale thereof;

5. From the date when the circumstances constituting grounds for making the claims arose in the case of other claims.

The day of commencement of the period of limitation of a claim shall not be included in that period.

Article 31 **Action under the contract of carriage. Jurisdiction**

§ 1. The right to bring an action under the provisions of these General Provisions shall belong to the person who has the right to make a claim against the carrier.

§ 2. An action may be brought only after lodging a claim in accordance with Article 29 of these General Provisions, except for actions for compensation for damage caused to the life or health of a passenger.

§ 3. An action may be brought by a person entitled to do so, only against the carrier to which the claim was addressed, in accordance with §1 of Article 29 of these General Provisions, and only:

1. If the carrier has not responded to a claim within the period prescribed for consideration of the claim;

2. If, within the period prescribed for the consideration of the claim, the carrier has notified the claimant of the total or partial rejection of the claim.

§ 4. An action for compensation for damage caused to the life or health of a passenger shall be brought before a court at the location of the carrier which was performing the carriage at the time when the damage was caused to the life or health of the passenger.

In all other cases, an action shall be brought before the competent court at the location of the carrier with which the claim was lodged.

§ 5. A claim against the actual carrier for compensation for damage caused to the life or health of a passenger may be made to the extent to which these General Provisions apply to the actual carrier.

Article 32 **Limitation period**

§ 1. The limitation period for actions shall be one year.

§ 2. Actions brought against the carrier in cases of damage to the life or health of a passenger shall not have a period of limitation.

§ 3. Limitation periods of actions shall be calculated from the time indicated in § 2 of Article 30 of these General Provisions.

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

§ 4. The limitation period for actions shall be suspended for the period during which the carrier considers the claim.

§ 5. The passing of the limitation period shall constitute a ground for rejecting claims.