

CIV

Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV - Appendix A to the Convention)

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Title I General Provisions

Article 1

Scope

- § 1 These Uniform Rules shall apply to every contract of carriage of passengers by rail for reward or free of charge, when the place of departure and the place of destination are situated in two different Member States, irrespective of the domicile or the place of business and the nationality of the parties to the contract of carriage.
- § 2 When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.
- § 3 When international carriage being the subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the lists of services provided for in Article 24 § 1 of the Convention.
- § 4 These Uniform Rules shall also apply, as far as the liability of the carrier 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 CIM Uniform Rules.
- § 5 These Uniform Rules shall not apply to carriage performed between stations situated on the territory of neighbouring States, when the infrastructure of these stations is managed by one or more infrastructure managers subject to only one of those States.
- § 6 Any State which is a party to a convention concerning international through carriage of passengers by rail comparable with these Uniform Rules may, when it makes an application for accession to the Convention, declare that it will apply these Uniform Rules only to carriage performed on a part of the railway infrastructure situated on its territory. This part of the railway infrastructure must be precisely defined and connected to the railway infrastructure of a Member State. When a State has made the above-mentioned declaration, these Uniform Rules shall apply only on the condition
- a) that the place of departure or of destination, as well as the route designated in the contract of carriage, is situated on the specified infrastructure or
 - b) that the specified infrastructure connects the infrastructure of two Member States and that it has been designated in the contract of carriage as a route for transit carriage.
- § 7 A State which has made a reservation in accordance with § 6 may withdraw it at any time by notification to the Depositary. This withdrawal shall take effect one month after the day on which the Depositary notifies it to the Member States. The declaration shall cease to have effect when the convention referred to in § 6, first sentence, ceases to be in force

for that State.

Article 2

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

- § 1 Any State may, at any time, declare that it will not apply to passengers involved in accidents occurring on its territory the whole of the provisions concerning the liability of the carrier 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 A State which has made a declaration in accordance with § 1 may withdraw it at any time by notification to the Depositary. This withdrawal shall take effect one month after the day on which the Depositary notifies it to the Member States.

Article 3

Definitions

For purposes of these Uniform Rules, the term

- a) “carrier” means the contractual carrier with whom the passenger has concluded the contract of carriage pursuant to these Uniform Rules, or a successive carrier who is liable on the basis of this contract;
- b) “substitute carrier” means a carrier, who has not concluded the contract of carriage with the passenger, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail;
- c) “General Conditions of Carriage” means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;
- d) “vehicle” means a motor vehicle or a trailer carried on the occasion of the carriage of passengers.

Article 4

Derogations

- § 1 The Member States may conclude agreements which provide for derogations from these Uniform Rules for carriage performed exclusively between two stations on either side of the frontier, when there is no other station between them.
- § 2 For carriage performed between two Member States, passing through a State which is not a Member State, the States concerned may conclude agreements which derogate from these Uniform Rules.
- § 3 Subject to other provisions of public international law, two or more Member States may set between themselves conditions under which carriers are subject to the obligation to

carry passengers, luggage, animals and vehicles in traffic between those States.

- § 4 Agreements referred to in §§ 1 to 3 as well as their coming into force shall be notified to the Intergovernmental Organisation for International Carriage by Rail. The Secretary General of the Organisation shall notify the Member States and interested undertakings of this.

Article 5

Mandatory law

Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage. Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.

Title II

Conclusion and Performance of the Contract of Carriage

Article 6

Contract of carriage

- § 1 By the contract of carriage the carrier shall undertake to carry the passenger as well as, where appropriate, luggage and vehicles to the place of destination and to deliver the luggage and vehicles at the place of destination.
- § 2 The contract of carriage must be confirmed by one or more tickets issued to the passenger. However, subject to Article 9 the absence, irregularity or loss of the ticket shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.
- § 3 The ticket shall be prima facie evidence of the conclusion and the contents of the contract of carriage.

Article 7

Ticket

- § 1 The General Conditions of Carriage shall determine the form and content of tickets as well as the language and characters in which they are to be printed and made out.
- § 2 The following, at least, must be entered on the ticket :
- a) the carrier or carriers;
 - b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;

- c) any other statement necessary to prove the conclusion and contents of the contract of carriage and enabling the passenger to assert the rights resulting from this contract.
- § 3 The passenger must ensure, on receipt of the ticket, that it has been made out in accordance with his instructions.
- § 4 The ticket shall be transferable if it has not been made out in the passenger's name and if the journey has not begun.
- § 5 The ticket may be established in the form of electronic data registration, which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the ticket represented by those data.

Article 8

Payment and refund of the carriage charge

- § 1 Subject to a contrary agreement between the passenger and the carrier, the carriage charge shall be payable in advance.
- § 2 The General Conditions of Carriage shall determine under what conditions a refund of the carriage charge shall be made.

Article 9

Right to be carried. Exclusion from carriage

- § 1 The passenger must, from the start of his journey, be in possession of a valid ticket and produce it on the inspection of tickets. The General Conditions of Carriage may provide
 - a) that a passenger who does not produce a valid ticket must pay, in addition to the carriage charge, a surcharge;
 - b) that a passenger who refuses to pay the carriage charge or the surcharge upon demand may be required to discontinue his journey;
 - c) if and under what conditions a refund of the surcharge shall be made.
- § 2 The General Conditions of Carriage may provide that passengers who
 - a) present a danger for safety and the good functioning of the operations or for the safety of other passengers,
 - b) inconvenience other passengers in an intolerable manner,
 shall be excluded from carriage or may be required to discontinue their journey and that such persons shall not be entitled to a refund of their carriage charge or of any charge for

the carriage of registered luggage they may have paid.

Article 10
Completion of administrative formalities

The passenger must comply with the formalities required by customs or other administrative authorities.

Article 11
Cancellation and late running of trains. Missed connections

The carrier must, where necessary, certify on the ticket that the train has been cancelled or the connection missed.

Title III
Carriage of Hand Luggage, Animals, Registered Luggage and Vehicles

Chapter I
Common Provisions

Article 12
Acceptable articles and animals

- § 1 The passenger may take with him articles which can be handled easily (hand luggage) and also live animals in accordance with the General Conditions of Carriage. Moreover, the passenger may take with him cumbersome articles in accordance with the special provisions, contained in the General Conditions of Carriage. Articles and animals likely to annoy or inconvenience passengers or cause damage shall not be allowed as hand luggage.
- § 2 The passenger may consign articles and animals as registered luggage in accordance with the General Conditions of Carriage.
- § 3 The carrier may allow the carriage of vehicles on the occasion of the carriage of passengers in accordance with special provisions, contained in the General Conditions of Carriage.
- § 4 The carriage of dangerous goods as hand luggage, registered luggage as well as in or on vehicles which, in accordance with this Title are carried by rail, must comply with the Regulation concerning the Carriage of Dangerous Goods by Rail (RID).

Article 13
Examination

- § 1 When there is good reason to suspect a failure to observe the conditions of carriage, the carrier shall have the right to examine whether the articles (hand luggage, registered luggage, vehicles including their loading) and animals carried comply with the conditions of carriage, unless the laws and prescriptions of the State in which the examination would take place prohibit such examination. The passenger must be invited to attend the

examination. If he does not appear or cannot be reached, the carrier must require the presence of two independent witnesses.

- § 2 If it is established that the conditions of carriage have not been respected, the carrier can require the passenger to pay the costs arising from the examination.

Article 14

Completion of administrative formalities

The passenger must comply with the formalities required by customs or other administrative authorities when, on being carried, he has articles (hand luggage, registered luggage, vehicles including their loading) or animals carried. He shall be present at the inspection of these articles save where otherwise provided by the laws and prescriptions of each State.

Chapter II

Hand Luggage and Animals

Article 15

Supervision

It shall be the passenger's responsibility to supervise the hand luggage and animals that he takes with him.

Chapter III

Registered Luggage

Article 16

Consignment of registered luggage

- § 1 The contractual obligations relating to the forwarding of registered luggage must be established by a luggage registration voucher issued to the passenger.
- § 2 Subject to Article 22 the absence, irregularity or loss of the luggage registration voucher shall not affect the existence or the validity of the agreements concerning the forwarding of the registered luggage, which shall remain subject to these Uniform Rules.
- § 3 The luggage registration voucher shall be prima facie evidence of the registration of the luggage and the conditions of its carriage.
- § 4 Subject to evidence to the contrary, it shall be presumed that when the carrier took over the registered luggage it was apparently in a good condition, and that the number and the mass of the items of luggage corresponded to the entries on the luggage registration voucher.

Article 17

Luggage registration voucher

- § 1 The General Conditions of Carriage shall determine the form and content of the luggage registration voucher as well as the language and characters in which it is to be printed and made out. Article 7 § 5 shall apply mutatis mutandis.
- § 2 The following, at least, must be entered on the luggage registration voucher :
- a) the carrier or carriers;
 - b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
 - c) any other statement necessary to prove the contractual obligations relating to the forwarding of the registered luggage and enabling the passenger to assert the rights resulting from the contract of carriage.
- § 3 The passenger must ensure, on receipt of the luggage registration voucher, that it has been made out in accordance with his instructions.

Article 18 **Registration and carriage**

- § 1 Save where the General Conditions of Carriage otherwise provide, luggage shall be registered only on production of a ticket valid at least as far as the destination of the luggage. In other respects the registration of luggage shall be carried out in accordance with the prescriptions in force at the place of consignment.
- § 2 When the General Conditions of Carriage provide that luggage may be accepted for carriage without production of a ticket, the provisions of these Uniform Rules determining the rights and obligations of the passenger in respect of his registered luggage shall apply mutatis mutandis to the consignor of registered luggage.
- § 3 The carrier can forward the registered luggage by another train or by another mode of transport and by a different route from that taken by the passenger.

Article 19 **Payment of charges for the carriage of registered luggage**

Subject to a contrary agreement between the passenger and the carrier, the charge for the carriage of registered luggage shall be payable on registration.

Article 20 **Marking of registered luggage**

The passenger must indicate on each item of registered luggage in a clearly visible place, in a sufficiently durable and legible manner :

- a) his name and address,

- b) the place of destination.

Article 21

Right to dispose of registered luggage

- § 1 If circumstances permit and if customs requirements or the requirements of other administrative authorities are not thereby contravened, the passenger can request luggage to be handed back at the place of consignment on surrender of the luggage registration voucher and, if the General Conditions of Carriage so require, on production of the ticket.
- § 2 The General Conditions of Carriage may contain other provisions concerning the right to dispose of registered luggage, in particular modifications of the place of destination and the possible financial consequences to be borne by the passenger.

Article 22

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 carrier shall be entitled, but not obliged, to examine whether the holder of the voucher is entitled to take delivery.
- § 2 It shall be equivalent to delivery to the holder of the luggage registration voucher if, in accordance with the prescriptions in force at the place of destination:
 - a) the luggage has been handed over to the customs or octroi authorities at their premises or warehouses, when these are not subject to the carrier's supervision;
 - b) live animals have been handed over to third parties.
- § 3 The holder of the luggage registration voucher may require delivery of the luggage at the place of destination as soon as the agreed time and, where appropriate, the time necessary for the operations carried out by customs or other administrative authorities, has elapsed.
- § 4 Failing surrender of the luggage registration voucher, the carrier shall only be obliged to deliver the luggage to the person proving his right thereto; if the proof offered appears insufficient, the carrier may require security to be given.
- § 5 Luggage shall be delivered at the place of destination for which it has been registered.
- § 6 The holder of a luggage registration voucher whose luggage has not been delivered may require the day and time to be endorsed on the voucher when he requested delivery in accordance with § 3.
- § 7 The person entitled may refuse to accept the luggage if the carrier does not comply with his request to carry out an examination of the registered luggage in order to establish alleged damage.

- § 8 In all other respects delivery of luggage shall be carried out in accordance with the prescriptions in force at the place of destination.

Chapter IV

Vehicles

Article 23

Conditions of carriage

The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall specify in particular the conditions governing acceptance for carriage, registration, loading and carriage, unloading and delivery as well as the obligations of the passenger.

Article 24

Carriage voucher

- § 1 The contractual obligations relating to the carriage of vehicles must be established by a carriage voucher issued to the passenger. The carriage voucher may be integrated into the passenger's ticket.
- § 2 The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall determine the form and content of the carriage voucher as well as the language and the characters in which it is to be printed and made out. Article 7 § 5 shall apply mutatis mutandis.
- § 3 The following, at least, must be entered on the carriage voucher :
- a) the carrier or carriers;
 - b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
 - c) any other statement necessary to prove the contractual obligations relating to the carriage of vehicles and enabling the passenger to assert the rights resulting from the contract of carriage.
- § 4 The passenger must ensure, on receipt of the carriage voucher, that it has been made out in accordance with his instructions.

Article 25

Applicable law

Subject to the provisions of this Chapter, the provisions of Chapter III relating to the carriage of luggage shall apply to vehicles.

Title IV

Liability of the Carrier

Chapter I

Liability in case of Death of, or Personal Injury to, Passengers

Article 26

Basis of liability

- § 1 The carrier shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other physical 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 whatever the railway infrastructure used.
- § 2 The carrier shall be relieved of this liability
- a) if the accident has been caused by circumstances not connected with the operation of the railway and which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;
 - b) to the extent that the accident is due to the fault of the passenger;
 - c) if the accident is due to the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.
- § 3 If the accident is due to the behaviour of a third party and if, in spite of that, the carrier is not entirely relieved of his liability in accordance with § 2, letter c), he shall be liable in full up to the limits laid down in these Uniform Rules but without prejudice to any right of recourse which the carrier may have against the third party.
- § 4 These Uniform Rules shall not affect any liability which may be incurred by the carrier in cases not provided for in § 1.
- § 5 If carriage governed by a single contract of carriage is performed by successive carriers, the carrier bound pursuant to the contract of carriage to provide the service of carriage in the course of which the accident happened shall be liable in case of death of, and personal injuries to, passengers. When this service has not been provided by the carrier, but by a substitute carrier, the two carriers shall be jointly and severally liable in accordance with these Uniform Rules.

Article 27

Damages in case of death

- § 1 In case of death of the passenger the damages shall comprise :
- a) any necessary costs following the death, in particular those of transport of the body and the funeral expenses;
 - 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, a legal duty to maintain are deprived of their support, such persons shall also be compensated for that loss. Rights of action for damages of 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 case of personal injury or any other physical or mental harm to the passenger the damages shall comprise :

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

Article 29
Compensation for other bodily harm

National law shall determine whether and to what extent the carrier must pay damages for bodily harm other than that for which there is provision in Articles 27 and 28.

Article 30
Form and amount of damages in case of death and personal injury

- § 1 The damages under Article 27 § 2 and Article 28, letter b) must be awarded in the form of a lump sum. However, if national law permits payment of an annuity, the 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 pursuant to § 1 shall be determined in accordance with national law. However, for the purposes of these Uniform Rules, the upper limit per passenger shall be set at 175,000 units of account as a lump sum or as an annual annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

Article 31
Other modes of transport

- § 1 Subject to § 2, the provisions relating to the liability of the carrier in case of death of, or personal injury to, passengers shall not apply to loss or damage arising in the course of

carriage which, in accordance with the contract of carriage, was not carriage by rail.

- § 2 However, where railway vehicles are carried by ferry, the provisions relating to liability in case of death of, or personal injury to, passengers shall apply to loss or damage referred to in Article 26 § 1 and Article 33 § 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.
- § 3 When, because of exceptional circumstances, the operation of the railway is temporarily suspended and the passengers are carried by another mode of transport, the carrier shall be liable pursuant to these Uniform Rules.

Chapter II

Liability in case of Failure to Keep to the Timetable

Article 32

Liability in case of cancellation, late running of trains or missed connections

- § 1 The carrier shall be liable to the passenger for loss or damage resulting from the fact that, by reason of cancellation, the late running of a train or a missed connection, his journey cannot be continued the same day, or that a continuation of the journey the same day could not reasonably be required because of given circumstances. The damages shall comprise the reasonable costs of accommodation as well as the reasonable costs occasioned by having to notify persons expecting the passenger.
- § 2 The carrier shall be relieved of this liability, when the cancellation, late running or missed connection is attributable to one of the following causes :
- a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent,
 - b) fault on the part of the passenger or
 - c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.
- § 3 National law shall determine whether and to what extent the carrier must pay damages for harm other than that provided for in § 1. This provision shall be without prejudice to Article 44.

Chapter III

Liability in respect of Hand Luggage, Animals, Registered Luggage and Vehicles

Section 1
Hand luggage and animals

Article 33
Liability

- § 1 In case of death of, or personal injury to, passengers the carrier shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, articles which the passenger had on him or with him as hand luggage; this shall apply also to animals which the passenger had brought with him. Article 26 shall apply mutatis mutandis.
- § 2 In other respects, the carrier shall not be liable for the total or partial loss of, or damage to, articles, hand luggage or animals the supervision of which is the responsibility of the passenger in accordance with Article 15, unless this loss or damage is caused by the fault of the carrier. The other Articles of Title IV, with exception of Article 51, and Title VI shall not apply in this case.

Article 34
Limit of damages in case of loss of or damage to articles

When the carrier is liable under Article 33 § 1, he must pay compensation up to a limit of 1,400 units of account per passenger.

Article 35
Exclusion of liability

The carrier shall not be liable to the passenger for loss or damage arising from the fact that the passenger does not conform to the formalities required by customs or other administrative authorities.

Section 2
Registered luggage

Article 36
Basis of liability

- § 1 The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, registered luggage between the time of taking over by the carrier and the time of delivery as well as from delay in delivery.
- § 2 The carrier shall be relieved of this liability to the extent that the loss, damage or delay in delivery was caused by a fault of the passenger, by an order given by the passenger other than as a result of the fault of the carrier, by an inherent defect in the registered luggage or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.
- § 3 The carrier shall be relieved of this liability to the extent that 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 luggage,
- c) the consignment as luggage of articles not acceptable for carriage.

Article 37 **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 36 § 2 shall lie on the carrier.
- § 2 When the carrier 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 36 § 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 in part to one of those risks.

Article 38 **Successive carriers**

If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the luggage with the luggage registration voucher or the vehicle with the carriage voucher, shall become a party to the contract of carriage in respect of the forwarding of luggage or the carriage of vehicles, in accordance with the terms of the luggage registration voucher or of the carriage voucher and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible for the carriage over the entire route up to delivery.

Article 39 **Substitute carrier**

- § 1 Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.
- § 2 All the provisions of these Uniform Rules governing the liability of the carrier shall apply also to the liability of the substitute carrier for the carriage performed by him. Articles 48 and 52 shall apply if an action is brought against the servants or any other persons whose services the substitute carrier makes use of for the performance of the carriage.
- § 3 Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by the obligations or waivers resulting from such special agreement.
- § 4 Where and to the extent that both the carrier and the substitute carrier are liable, their

liability shall be joint and several.

- § 5 The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.
- § 6 This Article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier.

Article 40 **Presumption of loss**

- § 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 22 § 3.
- § 2 If an item of luggage deemed to have been lost is recovered within one year after the request for delivery, the carrier must notify the person entitled if his address is known or can be ascertained.
- § 3 Within thirty days after receipt of a notification referred to in § 2, the person entitled may require the item of luggage to be delivered to him. In that case he must pay the charges in respect of carriage of the item from the place of consignment to the place where delivery is effected and refund the compensation received less, where appropriate, any costs included therein. Nevertheless he shall retain his rights to claim compensation for delay in delivery provided for in Article 43.
- § 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 carrier shall dispose of it in accordance with the laws and prescriptions in force at the place where the item of luggage is situated.

Article 41 **Compensation for loss**

- § 1 In case of total or partial loss of registered luggage, the carrier must pay, to the exclusion of all other damages:
 - a) if the amount of the loss or damage suffered is proved, compensation equal to that amount but not exceeding 80 units of account per kilogram of gross mass short or 1200 units of account per item of luggage;
 - b) if the amount of the loss or damage suffered is not established, liquidated damages of 20 units of account per kilogram of gross mass short or 300 units of account per item of luggage.

The method of compensation, by kilogram missing or by item of luggage, shall be

determined by the General Conditions of Carriage.

- § 2 The carrier must in addition refund the charge for the carriage of luggage and the other sums paid in relation to the carriage of the lost item as well as the customs duties and excise duties already paid.

Article 42

Compensation for damage

- § 1 In case of damage to registered luggage, the carrier must pay compensation equivalent to the loss in value of the luggage, to the exclusion of all other damages.
- § 2 The compensation shall 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 43

Compensation for delay in delivery

- § 1 In case of delay in delivery of registered luggage, the carrier must 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 0.80 units of account per kilogram of gross mass of the luggage or 14 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 0.14 units of account per kilogram of gross mass of the luggage or 2.80 units of account per item of luggage, delivered late.

The methods of compensation, by kilogram missing or by item of luggage, shall be determined by the General Conditions of Carriage.

- § 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 41.
- § 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 42.

- § 5 In no case shall the total of compensation provided for in § 1 together with that payable under Articles 41 and 42 exceed the compensation which would be payable in case of total loss of the luggage.

Section 3 Vehicles

Article 44 Compensation for delay

- § 1 In case of delay in loading for a reason attributable to the carrier or delay in delivery of a vehicle, the carrier must, if the person entitled proves that loss or damage has been suffered thereby, pay compensation not exceeding the amount of the carriage charge.
- § 2 If, in case of delay in loading for a reason attributable to the carrier, the person entitled elects not to proceed with the contract of carriage, the carriage charge 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 carriage charge.

Article 45 Compensation for loss

In case of total or partial loss of a vehicle the compensation payable to the person entitled for the loss or damage proved shall be calculated on the basis of the usual value of the vehicle. It shall not exceed 8000 units of account. A loaded or unloaded trailer shall be considered as a separate vehicle.

Article 46 Liability in respect of other articles

- § 1 In respect of articles left inside the vehicle or situated in boxes (e.g. luggage or ski boxes) fixed to the vehicle, the carrier shall be liable only for loss or damage caused by his fault. The total compensation payable shall not exceed 1400 units of account.
- § 2 So far as concerns articles stowed on the outside of the vehicle, including the boxes referred to in § 1, the carrier shall be liable in respect of articles placed on the outside of the vehicle only if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such a loss or damage or recklessly and with knowledge that such loss or damage would probably result.

Article 47 Applicable law

Subject to the provisions of this Section, the provisions of Section 2 relating to liability for luggage shall apply to vehicles.

Chapter IV Common Provisions

Article 48 Loss of right to invoke the limits of liability

The limits of liability provided for in these Uniform Rules as well as the provisions of national law, which limit the compensation to a fixed amount, shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

Article 49 Conversion and interest

- § 1 Where the calculation of compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of the compensation.
- § 2 The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 55 or, if no such claim has been made, from the day on which legal proceedings were instituted.
- § 3 However, in the case of compensation payable pursuant to Articles 27 and 28, interest shall accrue only from the day on which the events relevant to the assessment of the amount of compensation occurred, if that day is later than that of the claim or the day when legal proceedings were instituted.
- § 4 In the case of luggage, interest shall only be payable if the compensation exceeds 16 units of account per luggage registration voucher.
- § 5 In the case of luggage, if the person entitled does not submit to the carrier, within a reasonable time allotted 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 time allotted and the actual submission of such documents.

Article 50 Liability in case of nuclear incidents

The carrier shall be relieved of liability pursuant to these 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 the laws and prescriptions of a State governing liability in the field of nuclear energy.

Article 51 Persons for whom the carrier is liable

The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.

Article 52

Other actions

- § 1 In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.
- § 2 The same shall apply to any action brought against the servants and other persons for whom the carrier is liable pursuant to Article 51.

Title V

Liability of the Passenger

Article 53

Special principles of liability

The passenger shall be liable to the carrier for any loss or damage

- a) resulting from failure to fulfil his obligations pursuant to
1. Articles 10, 14 and 20,
 2. the special provisions for the carriage of vehicles, contained in the General Conditions of Carriage, or
 3. the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID),
- or
- b) caused by articles and animals that he brings with him,

unless he proves that the loss or damage was caused by circumstances that he could not avoid and the consequences of which he was unable to prevent, despite the fact that he exercised the diligence required of a conscientious passenger. This provision shall not affect the liability of the carrier pursuant to Articles 26 and 33 § 1.

Title VI

Assertion of Rights

Article 54

Ascertainment of partial loss or damage

- § 1 When partial loss of, or damage to, an article carried in the charge of the carrier (luggage, vehicles) is discovered or presumed by the carrier or alleged by the person entitled, the carrier 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 article and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.
- § 2 A copy of the report must be supplied free of charge to the person entitled.
- § 3 Should the person entitled not accept the findings in the report, he may request that the condition of the luggage or vehicle and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties to the contract of carriage or by a court or tribunal. The procedure to be followed shall be governed by the laws and prescriptions of the State in which such ascertainment takes place.

Article 55 Claims

- § 1 Claims relating to the liability of the carrier in case of death of, or personal injury to, passengers must be addressed in writing to the carrier against whom an action may be brought. In the case of a carriage governed by a single contract and performed by successive carriers the claims may also be addressed to the first or the last carrier as well as to the carrier having his principal place of business or the branch or agency which concluded the contract of carriage in the State where the passenger is domiciled or habitually resident.
- § 2 Other claims relating to the contract of carriage must be addressed in writing to the carrier specified in Article 56 §§ 2 and 3.
- § 3 Documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, where appropriate, the copies duly certified if the carrier so requires. On settlement of the claim, the carrier may require the surrender of the ticket, the luggage registration voucher and the carriage voucher.

Article 56 Carriers against whom an action may be brought

- § 1 An action based on the liability of the carrier in case of death of, or personal injury to, passengers may only be brought against the carrier who is liable pursuant to Article 26 § 5.
- § 2 Subject to § 4 other actions brought by passengers based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of carriage on which the event giving rise to the proceedings occurred.
- § 3 When, in the case of carriage performed by successive carriers, the carrier who must

deliver the luggage or the vehicle is entered with his consent on the luggage registration voucher or the carriage voucher, an action may be brought against him in accordance with § 2 even if he has not received the luggage or the vehicle.

- § 4 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.
- § 5 An action may be brought against a carrier other than those specified in §§ 2 and 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.
- § 6 To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.
- § 7 If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.

Article 57 Forum

- § 1 Actions based on these Uniform Rules may be brought before the courts or tribunals of Member States designated by agreement between the parties or before the courts or tribunals of the Member State on whose territory the defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage. Other courts or tribunals may not be seized.
- § 2 Where an action based on these Uniform Rules is pending before a court or tribunal competent pursuant to § 1, or where in such litigation a judgment has been delivered by such a court or tribunal, no new action may be brought between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the State in which the new action is brought.

Article 58 Extinction of right of action in case of death or personal injury

- § 1 Any right of action by the person entitled based on the liability of the carrier 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 twelve months of his becoming aware of the loss or damage, to one of the carriers to whom a claim may be addressed in accordance with Article 55 § 1. Where the person entitled gives oral notice of the accident to the carrier, the carrier 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 provided for in § 1 the person entitled has addressed a claim to one

- of the carriers designated in Article 55 § 1;
- b) within the period provided for in § 1 the carrier who is liable has learned of the accident to the passenger in some other way;
- c) notice of the accident has not been given, or has been given late, as a result of circumstances not attributable to the person entitled;
- d) the person entitled proves that the accident was caused by fault on the part of the carrier.

Article 59

Extinction of right of action arising from carriage of luggage

- § 1 Acceptance of the luggage by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or delay in delivery.
- § 2 Nevertheless, the right of action shall not be extinguished :
- a) in case of partial loss or damage, if
 - 1. the loss or damage was ascertained in accordance with Article 54 before the acceptance of the luggage by the person entitled;
 - 2. the ascertainment which should have been carried out in accordance with Article 54 was omitted solely through the fault of the carrier;
 - b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the luggage by the person entitled, if he
 - 1. asks for ascertainment in accordance with Article 54 immediately after discovery of the loss or damage and not later than three days after the acceptance of the luggage, and
 - 2. in addition, proves that the loss or damage occurred between the time of taking over by the carrier and the time of delivery;
 - c) in case of delay in delivery, if the person entitled has, within twenty-one days, asserted his rights against one of the carriers specified in Article 56 § 3;
 - d) if the person entitled proves that the loss or damage was caused by fault on the part of the carrier.

Article 60

Limitation of actions

- § 1 The period of limitation of actions for damages based on the liability of the carrier 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 committed either with the 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 for actions :

- a) for compensation for total loss, from the fourteenth day after the expiry of the period of time provided for in Article 22 § 3;
- b) for compensation for partial loss, damage or delay in delivery, from the day when delivery took place;
- c) 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 addressed to a carrier in writing in accordance with Article 55 together with the necessary supporting documents, the period of limitation shall be suspended until the day that the carrier rejects the claim by notification in writing and returns the documents submitted with it. If part of the claim is admitted, the period of limitation shall run again 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 lie 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 further, even by way of counter-claim or by way of exception.

§ 6 Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.

Title VII Relations between Carriers

Article 61 Apportionment of the carriage charge

- § 1 Any carrier who has collected or ought to have collected a carriage charge must pay to the carriers concerned their respective shares of such a charge. The methods of payment shall be fixed by agreement between the carriers.
- § 2 Article 6 § 3, Article 16 § 3 and Article 25 shall also apply to the relations between successive carriers.

Article 62

Right of recourse

- § 1 A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:
- a) the carrier who has caused the loss or damage shall be solely liable for it;
 - b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);
 - c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.
- § 2 In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.

Article 63

Procedure for recourse

- § 1 The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 62 may not be disputed by the carrier against whom the right to recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.
- § 2 A carrier exercising his right of recourse must present his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.

- § 3 The court or tribunal shall give its decision in one and the same judgment on all recourse claims brought before it.

- § 4 The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.

- § 5 When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to § 4.

- § 6 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.

Article 64
Agreements concerning recourse

The carriers may conclude agreements which derogate from Articles 61 and 62.