Euroconsumers' response to the consultation on the proposed Rail Ticketing Regulation

Proposal for a Regulation of the European Parliament and of the Council — COM (2026) 232

July 2026

Introduction

Euroconsumers[1] and its member organisations, Altroconsumo (Italy), OCU (Spain), Testachats/Testaankoop (Belgium), DecoProteste (Portugal), Euroconsumers Polska (Poland) and Proteste (Brazil), welcome the opportunity to respond to the proposed Rail Ticketing Regulation. **We support its core mechanisms**: obliging operators to share their rail products with any requesting online ticketing service, requiring operators above a defined market share to display and sell competitors' services, and framing the resulting commercial agreements on fair, reasonable and non-discriminatory terms. These are the right instruments for the problem.

Our comments are **grounded in a practical test**. Because the case for this Regulation rests on a claim about what passengers can and cannot buy today, we set out to check that claim directly, by trying to buy cross-border tickets the way a consumer would. What we found supports the Commission's diagnosis and suggests the remedy needs to be scoped more broadly than currently proposed.

We are responding separately to the consultation on the targeted revision of the Rail Passenger Rights Regulation (COM (2026)233), which addresses what happens once a journey is booked and goes wrong. **The two are inseparable in practice**: the rights created there attach to a single ticket, and a single ticket is exactly what this Regulation determines whether a passenger can obtain.

1. What we found when we tried to buy a cross-border ticket

Passengers cannot exercise any of these rights on a journey if they cannot buy a ticket in the first place. To test how cross-border ticketing works in practice, Euroconsumers reviewed a set of relevant international routes including Milan–Paris, Paris–Frankfurt, Frankfurt–Brussels, Paris–Brussels, Vienna–Munich and Munich–Bologna, comparing how each was sold across national operators' own channels and independent retailers alike: SNCF, SNCB, DB, ÖBB and Trenitalia, alongside Trip.com and Trainline. For each journey, we checked all retailer websites on the same day, either July 14th or 20th, for a booking on September 11th to assess whether the journey was offered, at what price, and under what exchange,

1 **About Euroconsumers**: Gathering six national consumer organisations and giving voice to a total of more than 7 million people in Italy (Altroconsumo), Belgium (Testachats/Testaankoop), Spain (OCU), Portugal (DecoProteste), Poland (Euroconsumers Polska) and Brazil (Proteste), Euroconsumers is the world's leading consumer group in innovative information, personalised services and defence of consumer rights. https://www.euroconsumers.org/

refund, and cancellation conditions. What emerged is a fragmented market for consumers to navigate.

We found that **some incumbent operators often did not show competitors' services on routes they compete on**. On the Milan–Paris corridor, SNCF's website did not list Trenitalia's Frecciarossa service, while Trenitalia's website did not list SNCF's TGV INOUI on the same city pair. Availability gaps were broader than this: ÖBB and Trenitalia were the two channels that most often did not sell a given international journey at all. For example, the Vienna–Munich route is served by both EuroCity and Railjet Express departures. Consumers could purchase the Railjet Express service through Trenitalia, but not the EuroCity trip.

Meanwhile, SNCF did not offer either of the Vienna–Munich services we tested but did offer the corresponding Railjet Express Munich-Vienna trip. Notably, the fact that a train was missing from an incumbent’s own site did not mean its fare was unavailable to the wider ticketing system. On the Milan–Paris corridor, DB, Trainline and Trip.com all published both the SNCF and the Trenitalia service, so each fare was available throughout. **The incumbents’ failure to show a competitor on their own sites was therefore a commercial choice, not a technical limitation**.

Consistency is plainly achievable, **which makes the gaps harder to justify**. On the Paris–Brussels route, every channel that sold the Eurostar service offered it at an identical €109.00 with identical exchange and refund conditions. While consumers could not purchase this ticket on OBB or Trenitalia, across the other 5 platforms there was stark consistency. That the same alignment does not hold elsewhere suggests this is a result of commercial choices rather than technical limits.

Prices were inconsistent, even for tickets with identical conditions. On the Milan–Paris TGV service, the same fare with the same free-cancellation policy ranged from €69.00 to €74.00 depending on the retailer, a 7% spread on identical terms. The Vienna–Munich EuroCity was starker. The same train was sold under the same non-refundable, non-exchangeable conditions but cost €19.99 through DB, €21.49 through SNCB, €96.20 through Trainline and €99.70 through Trip.com.

In other words, **consumers will pay almost five times more for the same ticket and conditions on different platforms**. On the Munich–Vienna Railjet Express, again on identical non-flexible terms, the fare ranged from €44.99 to €59.49 across channels. Differences of this size, unexplained by any difference in flexibility, distort the comparison a consumer is trying to make.

Fare conditions themselves were often unclear or incompletely disclosed. On both Vienna–Munich and Munich–Vienna, Trenitalia sold the most expensive ticket of any channel while applying cancellation penalties that were not specified on its website; on Munich–Bologna, its applicable policy was published only on a separate linked page, not clearly tied to the fare being bought. Retailers also pricedflexibility differently for the same train. On Frankfurt–Brussels, ÖBB presented a flexible ticket at €183.00 as its cheapest available fare, when the operating carrier's own fully flexible fare on that service was €173.20, so a passenger who wanted flexibility paid more for it by buying through ÖBB than through the carrier running the train.

2. What this means for the proposed mechanisms

Each of these findings maps onto a mechanism the Regulation already contains, and in each case suggests it needs to reach further.

The data-sharing obligation determines what a competing platform can actually display, and our findings suggest its content matters as much as its existence. A dataset limited to price and schedule cannot prevent undisclosed cancellation penalties, conditions published separately from the fare, and flexibility priced above the operating carrier's own. If exchange, refund and cancellation terms are not part of the mandatory dataset in standardised form, a passenger comparing two fares will see two prices without being able to see what either ticket actually allows them to do.

The requirement that **commercial agreements be fair, reasonable and non-discriminatory** is likewise the right principle, but it is worth being clear about what it governs. It applies to the terms between operators and ticketing providers, including the remuneration between them, rather than to the price a passenger finally pays. The Regulation separately allows a retailer to apply its own fees or reductions to the offers it receives. Our findings suggest that the space between those two things deserves attention.

Finally, **a technical standard alone will not deliver this**. The Open Sales and Distribution Model is designed to enable seamless distribution, and its adoption is welcome, but every divergence we recorded is a commercial or implementation choice rather than a technical failure. The Regulation should not assume that standardisation will resolve behaviour that standardisation does not govern.

Recommendations:

- **Scope the display-and-sell obligation** to the passenger's whole journey rather than to individual services and a market-share threshold, so that the cross-border and connecting journeys where distribution gaps actually occur are covered rather than falling outside the rule by design.

- **Require the mandatory shared dataset** to include complete, standardised fare-condition information including exchange, refund and cancellation terms, so that offers presented side by side are genuinely comparable.

- **Classify the sale of a rail ticket** without easy access to complete information on its exchange, refund and cancellation conditions as a misleading omission within the meaning of Directive 2005/29/EC on unfair commercial practices.

- **Require that any adjustment a retailer makes to the price it received for a ticket**, whether a service fee, mark-up or reduction, be shown to the consumer as a separate, itemised amount at the point of sale rather than folded into a single headline price.

- **Confirm that national enforcement bodies may examine consumer-facing price divergence** for an identical service under identical conditions when assessing whether distribution terms are fair, reasonable and non-discriminatory.

3. The booking layer must work for the whole journey

Our evidence concerns rail, but **the problem it describes is not confined to rail, and neither is the consumer interest at stake**. A passenger wants to buy the journey they intend to make, from where they are to where they are going. The proposed Regulation on multimodal booking governs the platforms on which much of that assembly happens, and several of the channels in our review Trip.com and Trainline among them, fall within its scope.

The inconsistencies we found, in which the same service was sometimes sold at very different prices and under differently stated conditions across channels, appeared on incumbent operators' sites and third-party platforms alike. Wherever a passenger assembles a multi-leg or multimodal journey, they should be able to rely on seeing each leg's price and conditions presented consistently and in full.

The two instruments therefore need to be read together. Obliging operators to share products and host competitors will not produce a usable booking experience if the platforms assembling those products are free to present them inconsistently, or to display a price without the conditions attached to it. We would ask the co-legislators to ensure that requirements on neutral and transparent presentation extend to fare conditions, and not only to price, schedule and environmental performance — and, more generally, that the ticketing and multimodal booking instruments are scoped so that a passenger can assemble and buy a complete journey in one place, with the conditions of each leg visible before they pay.

Recommendations:

- **Ensure neutral-display requirements** on booking platforms cover fare conditions as well as price, schedule and emissions, so that a passenger comparing two offers can see what each actually entitles them to.
- **Align the ticketing and multimodal booking instruments** so that the obligations on operators to make products available and the obligations on platforms to present them fairly reinforce one another rather than stopping at the boundary between the two.

Conclusion

Euroconsumers supports this Regulation and the diagnosis behind it. Our own attempt to buy cross-border tickets confirms that the market does not currently allow passengers to see, compare or buy the journeys available to them: incumbents do not show each other's trains, identical products are sold at very different prices, and the conditions attached to a fare are often invisible until after purchase.

The proposed mechanisms are the right ones, but **they need to be scoped to the passenger's journey rather than to individual services**, to cover fare conditions and not only price, and to be enforceable without waiting on national measures. Euroconsumers and its member organisations remain at the disposal of the Commission, Parliament and Council as the legislative process continues.

euroconsumers
GROUP

Empower people,
improve the market.