

Rail Ticketing Regulation eu travel tech position paper

Executive summary

The proposal for a Rail Ticketing Regulation is the first serious attempt of EU policy to fix a market failure that competition authorities across Europe have documented for more than a decade and have been able to address only one case at a time: railway incumbents hamper consumer transparency and comparison through ticket intermediaries by withholding their content, restricting access through unviable commercial terms, and steering passengers to their own channels.

The Rail Ticketing Regulation addresses this problem by placing content-sharing and FRAND obligation on the railways that control the underlying product: rail tickets. The proposal therefore both correctly identifies the problem and employs the right tools to solve it.

Content-sharing is the Regulation's core: The content-sharing obligation built on fair, reasonable and non-discriminatory ("FRAND") terms is the heart of the Regulation and should be preserved and reinforced. FRAND provides a solid but flexible legal standard; it addresses the ticket distribution restrictions that matter most without imposing an overly rigid framework.

The sharing obligation must be extended beyond rail, notably to airlines: This is the single most important improvement the co-legislators can make. The practices the Regulation disciplines in rail are pursued in nearly identical fashion by large airlines. The Regulation leaves unaddressed the mode where transport operator restrictions directly harm consumers and limit modal shift. The remedy is to extend this Regulation's own content-sharing and FRAND obligations across passenger transport modes, including air, coach and waterborne passenger transport, so that equivalent restrictions on independent distribution are subject to equivalent rules irrespective of mode. This is particularly important in air, where access to content is a significant barrier and essential to effective multimodal comparison and to the modal-shift objective.

Remove the resale obligation: One element of the proposal works against all the others. The resale obligation would compel incumbents to sell their competitors' tickets through their own platforms. Far from opening the market, this entrenches the incumbent's grip on distribution, turns the incumbent's website into the gateway through which rail is bought, and strips independent platforms of the comparison advantage that is their reason to exist. The obligation should be removed; should the co-legislators retain it, it should be confined to the schedule-display duty alone, with no obligation on the incumbent to resell its rivals' tickets. In either case, vertically integrated incumbent rail channels with significant market presence should be prohibited from preferring their own services.

eu travel tech key asks:

- **Preserve and strengthen the content-sharing obligation built on FRAND, including viable cost-based remuneration and look-to-book ratios adapted to multimodal search; keep the conditions imposed on platforms transparent, objective and non-discriminatory, so that they cannot be used to deny access by design.**

- **Extend this Regulation's content-sharing and FRAND obligations across passenger transport modes, including air, coach and waterborne passenger transport, so that equivalent restrictions on independent distribution are subject to equivalent rules irrespective of mode and consumers can effectively compare and combine transport services.**
- **Remove the resale obligation, which would entrench incumbents' control of distribution and foreclose the very independent platforms the rest of the Regulation seeks to empower; should it be retained, confine it to the schedule-display duty alone; and in either case prohibit self-preferencing by the ticketing services of rail operators with significant market presence.**

1. Introduction

eu travel tech represents the travel technology sector, including online travel agencies (“**OTAs**”), metasearch engines, travel management companies (“**TMCs**”) and global distribution systems (“**GDSs**”). Its members operate the search, comparison and booking services through which European consumers and businesses find, compare and purchase travel across operators and modes. Their business model depends on a comprehensive, accurate and attractive presentation of all available options; they therefore have a direct interest in the free flow of transport content from operators to the channels that distribute it. Several of them are independent rail ticketing platforms, and the conduct the Rail Ticketing Regulation (“**RTR**”) addresses, the withholding of content and the imposition of unviable terms by incumbents, describes the daily commercial reality in which they operate.

eu travel tech welcomes the proposed Regulation's approach to content sharing. The Commission has accurately identified a genuine and well-documented market failure in rail distribution and proposes to address it systematically rather than leaving it to repeated and slow case-by-case antitrust enforcement. The structure of the rail ticketing market makes the problem acute: incumbent railway undertakings act as gatekeepers; they operate the large majority of passenger rail services in their home markets, inherited from the era of state monopoly, and control the sale of the related tickets. That position gives them both the incentive and the ability to harm the independent comparison platforms that depend on their content, by sharing data and offers selectively, withholding the cheapest fares and imposing terms on which independent distribution is not viable. The result is reduced price transparency and a market in which travelers cannot easily and comprehensively compare and combine all offers. New and competing rail services are affected similarly, as they depend on independent channels to reach passengers. A restricted independent distribution sector thus weakens the business case for transport services that would otherwise drive affordability and modal shift. Travelers are therefore harmed both directly and indirectly by such restrictions imposed by incumbent operators. eu travel tech agrees with that analysis, which the Commission has set out at length and which a decade of competition enforcement supports.

This support is the more pointed because of the contrast with the companion Multimodal Booking Regulation (“**MBR**”). The two proposals share an Impact Assessment and a common subject, the distribution of transport tickets, but they point in opposite directions. The MBR projects a gatekeeper-style conduct regime onto independent intermediaries that hold no market power, granting new rights to the operators that do; eu travel tech

considers that proposal, in its current form, should be rejected, and sets out its detailed position in a separate paper. The RTR does the reverse: it identifies the party that controls the product, the incumbent, and places obligations on that party for the benefit of the independent platforms and the competing operators that depend on access to its content. That is the correct allocation of rights and obligations, and it is the model the EU should follow across transport distribution.

This paper sets out eu travel tech's detailed position. Four messages frame the article-by-article amendments in the Annex:

- **The market failure is real and the sharing obligation is the right fix:** The conduct the Regulation targets has been found, or is under investigation, by competition authorities across Europe; ex-post competition enforcement has proved too slow and too piecemeal to cure it; and FRAND is the appropriate systematic remedy (Section 2).
- **FRAND must be reinforced so that it cannot be circumvented:** The framework is sound but defeasible; remuneration must realistically cover the distribution service, look-to-book ratios must reflect how consumers actually search, and the conditions operators may impose must be held to the same FRAND discipline as the agreement itself (Section 3).
- **Extend the Regulation across passenger transport modes:** The same restrictions on independent distribution arise beyond rail, most visibly in air, and the EU's modal-shift objective depends on consumers being able to compare and combine services across modes. The Regulation's content-sharing and FRAND obligations should therefore apply to transport service providers across rail, air, coach and waterborne passenger transport on the same basis (Section 4).
- **The hosting obligation should be removed.** It would entrench the incumbents the rest of the Regulation disciplines, foreclose independent distribution, and contradict the proposal's own objectives (Section 5).

2. Market failure and intervention

2.1 The problem addressed by the Regulation

The premise of the Regulation is that railway incumbents restrict the independent distribution of their tickets, to the detriment of competition and consumers. That premise is correct, and the scale of the problem is well documented. State-owned incumbents still carry the overwhelming majority of passenger rail in the Union, accounting for 87.4% of the commercial market in 2022, and in thirteen Member States the domestic incumbent holds more than 99% of public-service rail.¹ An operator that controls both the product and the main website through which consumers book tickets has every incentive and every means to determine on what terms, if any, its content and its cheapest fares reach competing websites; competition authorities across Europe have repeatedly found, or are investigating, dominant transport operators for doing exactly that:

¹Impact Assessment accompanying the proposal, reporting figures from the 9th monitoring report on the development of the rail market (SWD(2025) 239 final): in 2022, state-owned rail incumbents held 87.4% of the EU commercial passenger rail service market and 79% of the public-service-obligation segment; and 13 Member States retain a monopoly or a domestic-incumbent share of PSO passenger-kilometers above 99% (2023).

- the German Bundeskartellamt found in June 2023 that Deutsche Bahn (“DB”) abuses its dominant position in relation to mobility platforms, through a combination of practices including the refusal to pay platforms a commission for arranging ticket sales, the denial of continuous and non-discriminatory access to real-time traffic data, and a series of contractual restrictions covering advertising bans, discount bans and price specifications; it ordered DB to change those practices and to remunerate the platforms on a cost-based methodology²;
- the European Commission accepted commitments from Renfe in January 2024, after a preliminary finding that the withholding of content and real-time data from rival ticketing platforms, together with restrictive look-to-book ratios, risked foreclosing independent distribution in Spain³;
- the Swedish Competition Authority closed proceedings against Finnair with commitments, after investigating Finnair’s prohibition on online travel agencies advertising prices below Finnair’s reference prices on metasearch sites, a direct restriction of price competition in distribution⁴;
- the Italian competition authority fined Ryanair €256 million in December 2025 for an abuse of dominant position concerning its conduct towards online travel agencies, including the refusal to allow third-party bookings and the obstruction of intermediaries acting on consumers’ behalf⁵.

Behind the formal cases lies a consistent toolkit, recorded throughout the Impact Assessment: unviable commission levels that make independent distribution commercially impossible; the withholding of the cheapest and most attractive fares from indirect channels; restrictive technical conditions; look-to-book ratios unsuited to the way consumers search and compare; and the self-preferencing of the incumbent’s own platform. These practices narrow the comparison space available to consumers and raise the costs of the rivals that depend on the incumbent’s content. The cost to consumers is measurable: independent testing across the main booking platforms has found the same journey priced more than 85% apart, and promotional fares that incumbents reserve for their own channels leaving passengers who book elsewhere paying between 1.7 and, in some markets, six times the operator’s direct price.⁶ These are the daily operating environment of independent rail platforms, and they are exactly what the Regulation sets out to address.

²Bundeskartellamt, decision of 26 June 2023, Case B9-144/19 (Deutsche Bahn / mobility platforms). The decision ordered DB to cease a range of practices restricting rival mobility platforms, including the refusal to remunerate platforms for arranging ticket sales, the denial of continuous and non-discriminatory access to real-time traffic data, and contractual advertising, discounting and pricing restrictions, and required remuneration based on a cost methodology.

³European Commission, Case AT.40735 – Online rail ticket distribution in Spain (commitments decision of 17 January 2024).

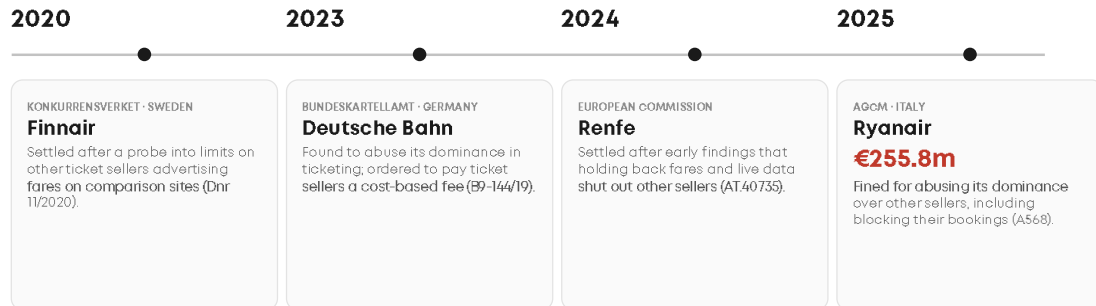
⁴Konkurrensverket, Case Dnr 11/2020 (Finnair), concerning a prohibition on online travel agencies advertising prices below Finnair’s reference prices on metasearch sites.

⁵Autorità Garante della Concorrenza e del Mercato, Case A568 (Ryanair), decision of December 2025 imposing a fine of €256 million, subject to appeal.

⁶On the consumer cost: a 2024 UFC Que Choisir comparison of rail-ticket offers across booking platforms found price differences for the same journey exceeding 85%; and a 2025 Transport & Environment study found that operator-specific promotional fares were often unavailable on independent platforms, so that passengers booking outside the operators’ own channels paid on average 1.7 to 1.9 times more in the Netherlands and Belgium, and up to six times more in Denmark, than the operator’s direct promotional fare; both are recorded in the Impact Assessment.

Competition enforcement concerning transport distribution

Competition authorities across Europe have already acted on, or are investigating, the conduct this Regulation targets.



A system-wide problem needs a system-wide fix— one clear set of rules.

Sources: Konkurrensverket Dnr 11/2020; Bundeskartellamt B9-144/19; Commission AT.40735; AGCM A568.

2.2 A systemic problem requires a systematic remedy

The conduct described above could in principle be pursued under Article 102 of the Treaty on the Functioning of the European Union (“**TFEU**”), and in several of the cases above it has been. Ex-post competition law enforcement can, through a thorough assessment of the facts and conduct involved in each case, address abusive behavior in relation to ticket distribution by incumbent carriers. Competition law enforcement therefore provides a significant route for competitive and consumer harm to be addressed, notably also through private enforcement.

However, in instances where similar abusive conduct takes on a systemic nature; meaning it is reproduced across geographies and undertakings, competition law enforcement becomes an inefficient tool. Its reach is confined to established instances of market power and anti-competitive behavior; it acts only after the harm is done; it requires an extensive, resource-intensive investigation of each case on its own facts; and it often does not provide a sufficiently swift change in the market. The proposal makes this assessment in its own Recitals.⁷ In short: in cases of evidenced systemic market failure, case-by-case competition law enforcement is insufficient to address the underlying problem. In such cases, ex-ante regulation can streamline the process of addressing market failure and can lead to more favorable public policy outcomes.

The practices documented above have been assessed, operator by operator and Member State by Member State, for the better part of a decade, and they persist; the Impact Assessment expects the problem to endure, with most of the stakeholders consulted anticipating that it will remain or worsen and the incumbents retaining little

⁷ COM(2026) 232, Recital 7: although Articles 101 and 102 TFEU apply to the conduct of online ticketing service providers, the scope of those provisions is limited to certain instances of market power, for example dominance on specific markets and anti-competitive behaviour, and enforcement occurs ex-post and requires an extensive investigation of often very complex facts on a case-by-case basis. See also Recital 16: the Regulation aims to protect a different legal interest from that protected by Union competition rules and applies without prejudice to Articles 101 and 102 TFEU and to national competition rules.

incentive to open their content or their channels of their own accord.⁸ The DB proceeding illustrates the difficulty precisely: a national competition authority commenced an investigation in 2019, found an abuse in 2023, ordered a remedy, and more than two years later the central question of how the platforms are to be remunerated remains contested before the courts, with the substance still undecided.⁹ A platform operating across the Union would have to bring and sustain such proceedings and would likely wait years for each to conclude, in order to obtain access to content on viable terms. A systematic problem requires a systematic solution. The value of the Regulation is that it converts a right that must currently be established through resource-intensive case by case assessments into a single, prospective and harmonized framework: it spares platforms from having to litigate the same issues operator by operator, and it gives competing railway undertakings and the travelers they serve a predictable right of access. That is a proper use of the common transport policy under Article 91 TFEU, and it is consistent with the approach the EU already takes to fair data access in other sectors.

The Regulation is designed to function as a complement to competition law rather than in its place. It protects a different legal interest and applies without prejudice to Articles 101 and 102 TFEU and to national competition rules.

2.3 FRAND is the right standard

The Regulation builds its access obligation on the fair, reasonable and non-discriminatory (“FRAND”) standard. FRAND is a standard applied in Union law where an undertaking is obliged to grant access to a key input which it controls. Supported by an obligation to conclude commercial agreements, FRAND constrains the terms of such agreements while leaving significant room for both parties to negotiate commercial details. Terms must be objectively justified and proportionate to the service supplied to be fair and reasonable, while non-discrimination demands that comparable situations and counterparties be treated equally. Non-discrimination can notably extend to vertically integrated arms of the access-granting undertaking. FRAND is part of the EU’s digital acquis, notably in the Data Act, under which a data holder obliged to make data available must do so on fair, reasonable and non-discriminatory terms;¹⁰ a comparable obligation governs third-party access across the EU’s regulated network industries, and it is the standard best suited to a relationship in which the stronger party has every incentive to frustrate access by design.

Art. 6(1) and Recital 8 of the proposal provide further substance for the FRAND obligation. A railway service provider concluding an agreement pursuant to Article 4(1) must supply all content relating to its rail products, all real-time data made available to consumers through its own channels, ensure that data provided is accurate and complete, ensure that remuneration and look-to-book requirements are fair, reasonable and non-discriminatory, the latter being at least the same as those applied to its own vertically

⁸Impact Assessment, Section 2.3 (“How likely is the problem to persist?”): the problem is expected to endure. In the targeted survey, 44 of 67 stakeholders expected the incomplete rail offer to remain or deteriorate over time, and 42 of 66 expected the same of the transparency and unfair-conditions problem; the Assessment notes that railway undertakings with significant market presence have little incentive to open their platforms to competing operators, which it considers unlikely to change in the medium term.

⁹Oberlandesgericht Düsseldorf, summary decision of 8 March 2024, rejecting the greater part of DB’s application for interim relief against the Bundeskartellamt’s decision; the main proceedings remain pending.

¹⁰Regulation (EU) 2023/2854 (the Data Act), Article 8(1): where a data holder is obliged to make data available to a data recipient, it must do so under fair, reasonable and non-discriminatory terms and in a transparent manner.

integrated ticketing service. Article 6(1) thereby specifies how a FRAND framework applies to ticket distribution by addressing specific categories of conduct. These broadly-framed categories are supported by an anti-circumvention clause in Article 6(1)(i). These more specific obligations correspond closely to the distribution restrictions identified in the competition law enforcement proceedings described in Section 2.1. They apply the FRAND principle rather than define its limits. However, the generalised and broadly applicable FRAND standard expressed in Recital 8 is not sufficiently reflected in the operative text of the Regulation. A general provision stating that all terms must be fair, reasonable and non-discriminatory, that terms conferring an advantage disproportionate to the cost of the service are unfair, and that terms less favourable than those applied to the operator's own vertically integrated channel are discriminatory, would give the framework a single governing principle.

The FRAND framework neither sets nor caps prices and confers no right to platforms to dictate commercial terms. Rather, it sets out a minimum of legal safeguards to ensure that transport operators are not able to leverage market power to attain commercial terms which harm consumers and/or the process of competition. Art. 6 (2) further permits a railway service provider to require the acceptance of reasonable conditions, including the transmission of query and transaction data, minimal technical capabilities, financial stability and solvency, business continuity plans, cybersecurity measures and timeliness of data exchange and payments, and places reasonable one-off connection costs on the requesting platform.

FRAND is therefore the right standard for commercial agreements between railway service providers and ticket platforms. Whether the framework built on it delivers in practice is a separate question, addressed in Section 3. Incumbents nonetheless argue that mandated access on FRAND terms would allow platforms to dictate terms and inflate prices. That argument misreads where market power in rail distribution sits.

2.4 Market power

Market power in rail distribution sits with the party that controls the product, and the product is controlled by the incumbent. On any given domestic rail network there is typically a single incumbent operator; its content cannot be sourced from anyone else; and it retains a direct channel, its own website and app, through which it already sells the large majority of tickets in its home market. An independent platform, by contrast, has no alternative source of that content: content withheld is content lost. The dependence runs from the platform to the operator, not the other way around. A platform cannot foreclose a market whose product it does not control; an incumbent that captures most sales and withholds its best fares from everyone else plainly can, which is what the enforcement record in Section 2.1 demonstrates. Consumers are harmed by such abusive exercise of market power through fares that exist but cannot be found, compared, or combined outside of the operator's own channel.

3. Reinforcing FRAND

Article 4 of the Regulation requires a railway service provider to conclude a commercial agreement with any requesting platform; Article 6 governs the terms of that agreement, obliging the operator to supply its content and real-time data, to set remuneration and

look-to-book conditions that are fair, reasonable and non-discriminatory, and not to defeat those obligations by indirect means. The two provisions are interdependent, and that is why the FRAND discipline matters in practice. A duty to conclude an agreement, standing alone, secures only the existence of a contract; it does nothing to stop the operator from setting the price, the data terms and the technical conditions of that contract so as to make independent distribution commercially worthless. FRAND is what converts the right to an agreement into a right of meaningful access: it requires that the terms the operator must offer be fair, reasonable and non-discriminatory, benchmarked against the terms on which the operator serves its own integrated sales channel. In the interplay between Articles 4 and 6, the Regulation delivers on its core ambition: ensuring that rail tickets are more widely available and transparently comparable. This is the proposal's main achievement; it should be safeguarded by co-legislators.

The objective of this section is thus only to ensure that the Article 6 framework delivers in practice what it promises on paper, by closing the avenues through which a determined incumbent could frustrate access while remaining nominally compliant. Each concerns a mechanism by which content can be artificially kept from consumers. The recommendations below strengthen the obligation; they do not dilute it.

3.1 Content and real-time data

A right to access is without use if the content shared is incomplete. The provisions requiring the operator to make all content available, including fares subject to availability, reservations and yielded prices, to supply the real-time data it makes available through its own channels, and to ensure that the data provided is accurate, complete and up to date, are the substance of the obligation and should be preserved without dilution.¹¹ The decisive point is that the obligation must reach the cheapest and most attractive fares and the full set of ancillaries and functionalities, because the incumbent's most effective foreclosure strategy is not outright refusal but selective withholding: sharing enough content to appear compliant while keeping the best fares, the key ancillaries, or the servicing functions for its own channel. The requirement that the operator share what it makes available to consumers through any of its own interfaces is the right benchmark, and it should be read to capture content made available through every channel the operator controls.

3.2 Remuneration

Remuneration is the practical heart of the dispute between incumbent operators and independent platforms. The proposal provides that, where remuneration is applied, it must be fair, reasonable and non-discriminatory, and its recitals treat remuneration as unfair where it confers on the operator an advantage disproportionate to the cost of the service provided to it.¹² eu travel tech supports a robust, enforceable remuneration principle.

The operative test should be whether the remuneration enables an efficient online ticketing service provider to recover the costs of providing the distribution service, including an appropriate allocation of common costs, and to earn a reasonable return.

¹¹COM(2026) 232, Article 6(1)(b), (c) and (d).

¹²COM(2026) 232, Article 6(1)(g) and Recital 8: remuneration should be considered unfair if it confers an advantage on the provider or the railway undertaking that is disproportionate to the cost of the service provided; the recital lists comparative benchmarks, including prices charged for the same or similar services by other providers, by the provider for different services or to different users, in different geographic regions, and to the operator's own vertically integrated provider.

This standard is not novel in ticket distribution: the Bundeskartellamt required Deutsche Bahn to remunerate platforms on a cost-based methodology on precisely that reasoning.

The Regulation should also make this standard sufficiently operational to avoid simply transferring the remuneration dispute from competition proceedings into bilateral negotiations and enforcement by national authorities under the Regulation. An abstract requirement that remuneration be “fair and reasonable” leaves scope for materially different interpretations by the operator, the intermediary and national enforcement bodies. The Regulation should therefore provide a substantive benchmark: efficient cost recovery and a reasonable return, while requiring a harmonised Union interpretation for its application. That harmonized interpretation should address, in particular, the identification of incurred distribution costs, the appropriate allocation of common costs, the treatment of relevant comparator evidence and the determination of a reasonable return. Cost methodologies used in competition and regulated-access practice may inform such an exercise, but the Regulation should not prescribe a single accounting methodology such as LRAIC as an exclusive test.

The practice the Regulation must therefore end is the setting of commissions so low that distribution through independent channels is not commercially viable. A remuneration standard that considers only a narrow notion of marginal transactional cost and ignores the real economics of operating a distribution service, would reproduce the very problem the Regulation exists to solve. Remuneration set below viable levels drives independent channels out of the distribution market, which means passengers lose the transparency, comparison, and combination functionality these players provide.

3.3 Look-to-book ratios

The look-to-book ratio, the ratio of search queries to confirmed bookings that a platform is permitted before incurring a fee or penalty, is a technical parameter with decisive commercial effect. In the age of consumer-internet search and comparison, a single traveler may generate many dozens or even hundreds of queries before booking, and a multimodal comparison generates yet more; a look-to-book ratio designed for an era of single-operator counter sales operates as a direct penalty on comparison itself. This is not a hypothetical concern: restrictive look-to-book ratios were among the practices the Commission addressed in the Renfe commitments.¹³ eu travel tech therefore supports the provision requiring that look-to-book requirements be fair, reasonable and non-discriminatory, and in particular that they be at least as favorable as those the operator applies to its own vertically integrated ticketing platform.

Parity with the operator's own channel is an important safeguard and should be preserved, but it may be insufficient. An operator's direct channel and an independent comparison platform perform materially different functions: the former distributes the operator's own products, whereas the latter enables search, discovery and comparison across operators and, increasingly, across transport modes. A higher number of legitimate queries per booking may therefore be inherent in the comparison function. Look-to-book requirements should accordingly take account of the nature and function of the distribution service, including queries generated through metasearch, multimodal comparison and other consumer search or discovery services. They should not make ordinary consumer search or comparison technically or economically unviable. Look-to-

¹³Case AT.40735 (note 3), in which restrictive look-to-book ratios were among the practices addressed by the commitments.

book parity with an operator's own channel is thus a minimum safeguard but may not be sufficient in specific market circumstances.

3.4 Combination and single tickets

The provisions allowing platforms to combine rail products, including those of different operators, subject to minimum connecting times, and to sell the combination as a single ticket, are central to the Regulation's purpose and to the EU's objective of seamless multi-operator journeys.¹⁴ The ability to construct a single ticket across operators is precisely the consumer benefit that incumbents, with no commercial interest in routing passengers onto competitors' services, will not deliver on their own channels; placing the right to combine in the hands of independent platforms is the correct mechanism. The minimum-connecting-time safeguard is sensible and should be retained.

Further, the freedom to combine should not be restricted only to rail journeys. Where an online ticketing service provider has access to the constituent transport products, a transport service provider should not prevent its product from being combined with the product of another operator merely because the services are provided in different transport modes. In particular, a platform holding relevant rail and air content should be free to construct a rail-air itinerary and offer the constituent products together in a single commercial transaction.

3.5 Conditions imposed on platforms must not be a backdoor for refusal

The Regulation permits an operator to require a requesting platform to accept certain conditions, including the transmission of query and transaction data, compliance with minimum technical requirements, demonstration of financial stability, business-continuity and cybersecurity measures, and the timeliness of data exchange and payments; and it provides that the sharing obligation does not apply where the platform refuses to accept those conditions.¹⁵ Several of these conditions are legitimate. But the structure creates an obvious risk: a condition framed as reasonable can be operated as an instrument of exclusion, and because acceptance of the conditions is a precondition of the access right, an operator that wishes to refuse access has an incentive to set conditions a given platform cannot meet. The provision should therefore hold the conditions to the same FRAND standard as the agreement itself. The conditions an operator imposes must be transparent, objective, proportionate to the stated operational purpose, and applied without discrimination between independent platforms and the operator's own vertically integrated channel; a condition that the operator does not apply to itself, or that bears no genuine relation to the operational need it invokes, cannot be a legitimate basis for withholding access. The allocation to the platform of the reasonable one-off costs of connecting to the operator's systems is acceptable in principle, provided "reasonable" is genuinely cost-related and is not used to price access out of reach.

The same concern applies to conditions that do not exclude a platform outright but restrict the way in which it competes once access has been granted. An operator should

¹⁴COM(2026) 232, Article 6(1)(e) and (f), with minimum connecting times applied in accordance with Article 15 of Implementing Regulation (EU) 2026/253.

¹⁵COM(2026) 232, Article 6(2) (reasonable conditions and allocation of one-off connection costs) and Article 4(2) (disapplication of the sharing obligation where the platform refuses to comply with the Article 6(2) conditions).

not be able to use an Article 6(2) condition to control an independent intermediary's own pricing of its services, intermediary-funded discounts, advertising, promotion or other commercial strategy. Such restrictions can undermine independent distribution even where formal access to content remains available. Any such restrictions should therefore be permissible only where they are strictly necessary and proportionate to a legitimate legal requirement directly connected with the distribution of the operator's products. This does not affect the operator's right to determine the underlying fare, fare conditions or conditions of carriage applicable to its own transport product.

Problem: the conditions an operator may attach to access, and the rule that the sharing obligation falls away if a platform does not accept them, can be operated as a backdoor to refusal, since an operator that wishes to deny access has an incentive to set conditions a given platform cannot meet.

Fix: subject the conditions in Article 6(2) to the same FRAND obligation as the agreement, requiring that they be transparent, objective, proportionate to their stated operational purpose, applied without discrimination relative to the operator's own integrated channel, and incapable of being used to frustrate access; confirm that such conditions may not regulate or restrict the online ticketing service provider's independent pricing of its own services, intermediary-funded discounting, advertising, promotion or other commercial conduct, except where strictly necessary and proportionate to a legitimate legal requirement directly connected with distribution; and confirm that any one-off connection costs charged to the platform must be genuinely cost-related.

3.6 Existing agreements

Problem: the Regulation contains no transitional provision. For agreement already negotiated and concluded to be subjected to the Art. 6 FRAND framework, a renegotiation would be required. Where either party suspects that an existing agreement violates the FRAND framework, they would have no recourse under the Regulation, the Regulation essentially provides a necessary legal framework of protections only to newly concluded agreements. Until those agreements are brought into conformity, the restrictions they contain continue to determine what passengers can see and buy.

For rail ticket intermediaries, this raises a practical concern: the prospect of having to engage in a renegotiation of all agreements which may include restrictions (in line with Article 4), with the sole goal of gaining access to Art. 6 FRAND protections.

Fix: The Article 6 FRAND framework should be available to either party regarding existing agreement: an operator or a platform that considers the terms of an existing agreement no longer fair, reasonable or non-discriminatory may invoke Article 6 to bring the agreement into conformity. This protects legitimate expectations and existing access without freezing terms that have ceased to be fair; the corresponding amendment is set out in the accompanying annex.

3.7 Anti-circumvention and harmonized interpretation

The anti-circumvention provision, under which an operator must not engage in any behavior, whether contractual, commercial, technical or of any other nature, that undermines effective compliance with the FRAND obligations, is the keystone of the

framework and should be preserved and given prominence.¹⁶ It is the provision that makes the difference between an obligation that constrains harmful conduct and one that is defeated by ingenuity. Without it, practices that keep fares out of consumers' view can be reconstructed in another form. The provision is the legal basis on which selective withholding, functionality degradation and condition-based exclusion can be challenged. eu travel tech fully supports it.

4. Extending the Regulation to airlines

The most important improvement the co-legislators can make to this Regulation is to extend its content-sharing and FRAND obligations to large airlines. The case for doing so is not analogy or aspiration; it is that air distribution exhibits the very market failure the Regulation was written to cure, in the mode that matters most for the EU's modal-shift ambition, and that no comparable sector-wide ex ante content-sharing and FRAND obligation/framework addresses under EU law. The case rests on three points, taken in turn below: the conduct in air is the same as in rail; the market position of the largest carriers is similarly powerful; and to discipline one mode while exempting the other is an unjustified difference in treatment that works against the railways the Regulation is meant to help, against modal shift, and against consumers.

Large airlines utilize the same playbook of distribution restrictions as incumbent railways: the progressive withdrawal of fares, fare classes and ancillaries from independent channels; per-ticket surcharges that operate as a price penalty on indirect bookings; contractual restrictions on how intermediaries may advertise prices; unviable look-to-book ratios and other technical limitations; and conduct designed to deter intermediaries from selling certain carriers' flights, including the refusal of third-party bookings. The consumer harm is the same as in rail, and it is recorded in the same enforcement record: the same flight returns different prices depending on where it is searched, the cheapest fare or the most attractive bundle is invisible on comparison platforms, and like-for-like comparison across carriers becomes harder to perform.

The most recent and most significant enforcement decision on airline distribution in Europe sets this conduct out in detail and shows how a competition authority has assessed it. On 23 December 2025, the Italian Competition Authority ("**AGCM**") found that Ryanair, dominant in the Italian short-haul market, had abused its market position by restricting the access of travel agencies and online platforms to its fares.¹ The Authority did not treat Ryanair's withdrawal from indirect distribution as a legitimate commercial choice; it found a deliberate anti-competitive and anti-consumer strategy. The AGCM held that a dominant operator which makes distribution by intermediaries technically and economically unviable engages in an abuse of its dominant position.

On the effects, the AGCM identified consumer harm in two respects: the conduct reduced transparency, preventing consumers from comparing fares across carriers in a single search, and it prevented integration, blocking the inclusion of Ryanair flights in packages, combined itineraries and multi-carrier bookings. It imposed a fine of approximately €256 million, the largest competition penalty imposed on a European airline to date.

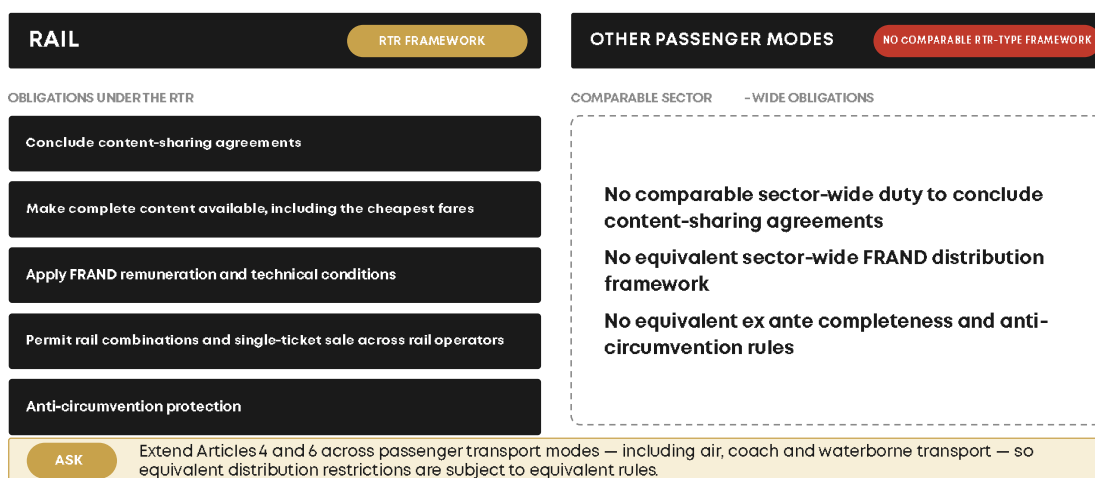
¹⁶COM(2026) 232, Article 6(1)(i).

The decision matters beyond its mere facts because the conduct it describes is representative rather than exceptional. The AGCM treated the case as evidence of a structural pattern that recurs wherever a large airline controls access to its fares, and observed that Ryanair applies materially similar distribution policies in the other Member States in which it holds strong positions. The same object, restricting the ability of intermediaries to display and combine a carrier's fares, has been addressed by other authorities: the Swedish Competition Authority obtained commitments from Finnair in 2023 concerning restrictions on how independent platforms could present its fares.² More broadly, the withdrawal of content from indirect channels and the application of surcharges to bookings made outside a carrier's own systems have become established features of distribution strategy among Europe's largest airline groups, reinforced by continuing consolidation in the sector. The Ryanair decision is therefore best understood not as the isolated conduct of a single carrier, but as the most fully documented instance of a practice that large airlines apply across the EU.

The interaction of the legislative proposals in the Commission's passenger package further raises the relevance of ensuring a level playing field between airlines and railways. Under the RTR, railway service providers must share their content with independent platforms and deal with them on FRAND terms. Large airlines bear no such obligation anywhere in EU law: a dominant carrier can refuse content to an independent platform, withhold its cheapest fares, surcharge indirect bookings and prohibit the marketing of its prices, with no content-access duty of any kind.

The companion MBR further compounds this imbalance, granting airlines the same protections it grants every transport operator vis-à-vis transport intermediaries. The result is a package that disciplines the rail incumbent and arms the air incumbent, the strongest party in air distribution, against the independent channels that constrain it. This distribution of rights and obligations is neither justified nor does it reflect any market dynamics.

An inconsistent content-sharing framework across passenger transport modes



Source: COM(2026) 232, eu travel tech position paper, s. 4.

The same restrictions also harm consumers, and they do so specifically where a consumer seeks to compare and combine options across modes. A consumer can shift from air to rail, or combine the two, only where both are presented in a transparent fashion. Independent intermediaries play a central role in providing such comparison and combination. By withholding content from intermediaries, large airlines direct consumers to their own channels, on which 80 to 90% of air tickets are already sold¹⁷, and thereby remove both the comparison and the combination on which modal shift depends. This has two consequences.

First, consumer comparison is prevented. Where an airline withholds its fares from an intermediary, that intermediary cannot display the most competitive air offers, and consumers have correspondingly less reason to consult it; they turn instead to the carrier's own website. The intermediary, however, is the main channel that would also have presented relevant rail alternatives, which the carrier does not. On the routes where rail effectively substitutes for air travel, including Madrid–Barcelona, Paris–Brussels, Milan–Rome and Munich–Vienna, the rail option that is more favorable on emissions and often faster in terms of total travel time, therefore does not enter the consumer's comparison. The achievable modal shift does not occur, not because the rail option is uncompetitive, but because the channel that would have displayed it alongside the flight has been deprived of the air content that makes it attractive to consumers.

Second, consumer combination is prevented. Consumers traveling beyond the range of rail, for example on transatlantic journeys, generally route through an airline hub, which they reach by a short-haul feeder flight. In many cases the feeder flights could be substituted with a rail journey, i.e. consumer taking a train to the hub and the long-haul flight onward. Rail cannot serve the long-haul leg, but it can serve the feeder leg, which is the segment of such journeys on which air travel is least necessary and short-haul flying the most emissions-intensive. This substitution requires that rail and air be booked together as a single itinerary, which intermediaries cannot assemble without access to air content and the ability to combine it. Absent that access, most travelers' default choice will be to remain within the ecosystem of the airline and to thus take the feeder flight. Madrid–Barcelona is relevant in this respect as well: part of the traffic on the route serves as a feeder for transatlantic departures from Madrid, with some services operated by widebody aircraft positioned to support long-haul flights. The city pair that high-speed rail already serves on a point-to-point basis is therefore also flown as a feeder, on a segment that rail could carry, were the combined rail and long-haul itinerary capable of being constructed.

¹⁷ On the 80 to 90% direct-sales share in European air distribution, see Case M.10615, Booking Holdings / eTraveli, para. 269.

Withholding air content harms consumers and blocks modal shift

Comparison and combination across air and rail happen only through independent intermediaries. Deprived of fair access to air content, they cannot perform this function, so on the corridors where rail substitutes for air, the rail option is not given a possibility to compete fairly.



1 Comparison prevented

With fares withheld, the intermediary can't show the best flights — so consumers stop consulting it and go to the airline's own website, the one channel that **never** shows the rail alternative. The faster, lower-emission train simply never enters the comparison.

2 Combination prevented

A rail feeder to the hub plus a long-haul flight must be booked as one itinerary — which intermediaries can't assemble without fair access to air content. So the emissions-intensive short-haul **feeder flight** stays the default. Madrid-Barcelona is flown exactly this way to feed transatlantic departures.

Regulating rail but not air leaves in place the very restrictions that block the Regulation's own objective.

Source: eu travel tech position paper, s. 5.2; COM(2026) 232. Rail times centre-to-centre; flight times scheduled block. Indicative.

In both cases the indispensable input is air content, and in both it is controlled by the operator with the least incentive to release it: each comparison carries the prospect that the carrier's flight is not selected, and each multimodal combination is a journey the airline does not sell in full. The result is that consumers seeking to compare and combine across modes pay more, and emit more, than the options available on the market would permit, and the modal shift the Regulation seeks is not achieved. A framework that addresses rail distribution while leaving air distribution unregulated does not simply omit the larger mode; it leaves in place the restrictions that prevent the comparison and the combination on which its own central objective depends. Addressing one mode while leaving its larger neighbor free to foreclose that result would produce not an incomplete framework, but one unable to achieve its stated objective.

Same practices, one mode regulated and one not

Rail incumbents

Withhold content and fares, impose unviable terms, steer passengers to their own site.

- Content withholding
- Channel surcharges
- Marketing restrictions
- Restrictive look-to-book

COVERED — CONTENT-SHARING & FRAND

Large airlines

Pursue the identical playbook, in the mode most central to modal shift.

- Content withholding
- Channel surcharges (DCC)
- Marketing restrictions
- Restrictive look-to-book

NO OBLIGATION ANYWHERE IN EU LAW

ASK Extend this Regulation's content-sharing and FRAND obligations to large airlines (and coach).

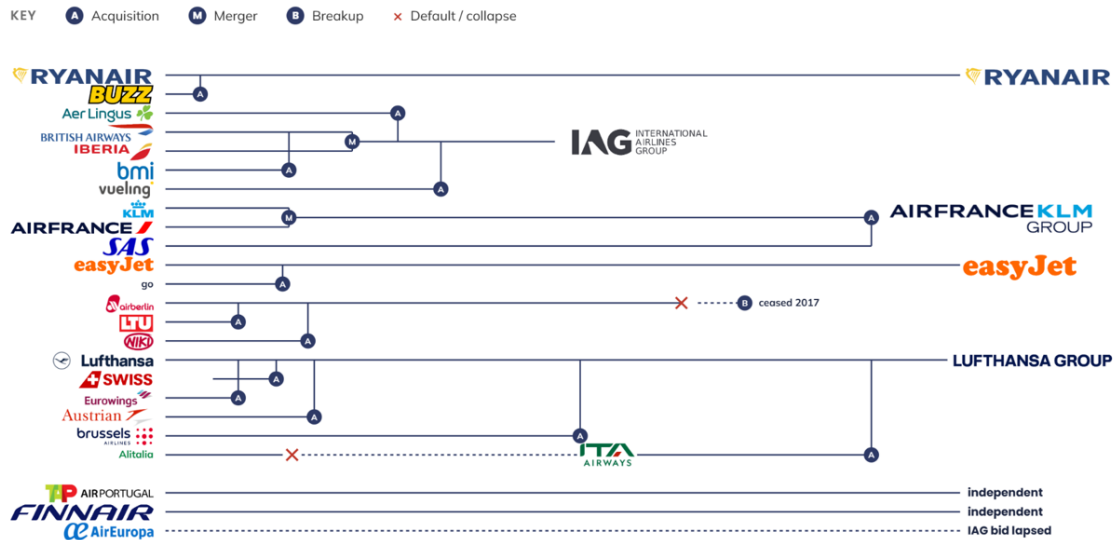
Sources: COM(2026) 232; eu travel tech analysis of European air distribution.

The case for addressing air is reinforced by the structure of the market and its direction of travel. Passenger air transport in Europe is an increasingly concentrated market which is undergoing a further consolidation trend. Dominance of large carriers exists both at the route, hub¹⁸, and even national level. The five largest European airlines account today for ca. 55% of the entire European market and are actively pursuing an acquisition strategy, as could recently be witnessed regarding ITA Airways, SAS, Air Europa, and TAP Air Portugal. Consolidation of this kind strengthens both the incentive and the ability of the largest carriers to foreclose independent distribution, and the Commission's own analysis links higher concentration to higher fares.¹⁹

¹⁸ A single carrier group controls around 60% of departing seats at Munich and a comparable share at Frankfurt, IAG holds just over half of capacity at London Heathrow, and across Europe the three largest groups, IAG, Air France-KLM and Lufthansa, together account for the majority of capacity at eight of the ten busiest airports; Hub capacity shares based on departing-seat data for Europe's ten busiest airports, March 2025 (Aviation A2Z, drawing on OAG schedules); on Lufthansa's position at Frankfurt and Munich see also the Lufthansa Group profile (CAPA – Centre for Aviation). See also the joint statement "Europe's consumers deserve a competitive European airline market", BEUC, the European Passengers' Federation, ECTAA, eu travel tech and ACI EUROPE (2024).

¹⁹European Commission, Protecting competition in a changing world, Staff Working Document (June 2024), finding fares per mile materially higher on monopoly and duopoly routes than on competitive routes.

European airline consolidation trend



The same independent channels that the RTR protects in rail are, in air, one of the principal mechanisms by which the competition that survives consolidation actually reaches the consumer.²⁰ Protecting these comparison tools is thus not only in the interest of intermediaries; it is a condition of effective inter-airline competition and of the price transparency the EU framework has long promised but not delivered, and it is a further reason to bring large airlines within the same content-access and FRAND discipline the Regulation already establishes for rail.

This extension requires an adjustment to the legal basis. The proposal is based on Art. 91 (1) (d) TFEU, the legal basis for rail, road and inland waterway transport. Art. 100 (2) TFEU provides the relevant legal basis for air and maritime passenger transport. Both provisions are subject to the ordinary legislative procedure.

The solution is simple: co-legislators should extend this Regulation's content-sharing and FRAND obligations across passenger transport modes, so that the same conduct is met by the same instrument on equal terms. In particular, air carriers should be required to make their content, including their cheapest and yielded fares, their ancillaries and the necessary real-time data, available to independent distribution channels, and to do so on fair, reasonable and non-discriminatory terms; the anti-circumvention provision that protects the rail obligation should protect the air obligation in the same way.

Problem: the Regulation disciplines content-withholding and unviable terms in rail while leaving large airlines, which pursue the same practices in the mode most relevant to modal shift, under no content-access or FRAND obligation anywhere in EU law; the

²⁰ Empirical research finds that when an incumbent carrier faces new entry on a route, it increases the availability of its fares through independent channels in order to remain visible in the consumer's comparison set. Varella, Frazão and Oliveira, Dynamic Pricing and Market Segmentation Responses to Low-Cost Carrier Entry (2021), find that incumbents increase the availability of their fares through independent channels on entry-affected routes.

companion MBR compounds the imbalance, and the multimodal comparison the package is meant to enable cannot be built.

Fix: extend the Regulation's content-sharing and FRAND obligations across passenger transport modes, so that equivalent restrictions on independent distribution are subject to equivalent rules irrespective of mode. In particular, air, coach and waterborne passenger transport should be brought within the same content-sharing, FRAND and anti-circumvention framework that applies to rail.

4.1. Review clause

In the case that co-legislators do not deem an extension of the scope of the sharing obligation to modes of transport beyond rail feasible, they should consider a review obligation. Article 14 should require the Commission, within 24 months of entry into force, to assess whether equivalent conduct in air distribution requires the extension of Articles 4 and 6 to air carriers, and to submit a legislative proposal where appropriate.

5. The hosting obligation

eu travel tech's position on the hosting obligation has three elements: (I) Safeguarding the schedule-display duty in Article 5(4), under which the platform displays the full cross-operator offer for transparency, and the 50% designation threshold; (II) Removing the obligation in Article 5(1) to (3) to resell competitors' tickets through the incumbent's platform; (III) Adding a self-preferencing prohibition for the ticketing services of rail operators with significant market presence, covering ranking, display, presentation and access to booking and servicing functionality.

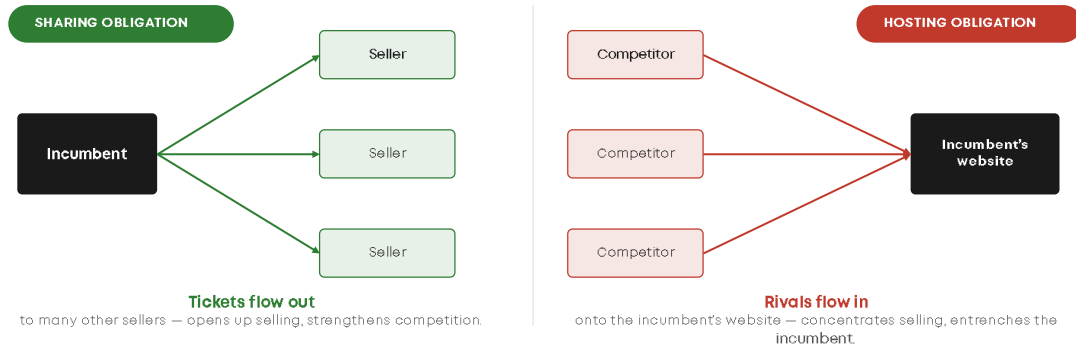
5.1 What the obligation does

Alongside the sharing obligation, the proposal introduces a separate and very different obligation. Under the hosting obligation, an online ticketing platform that is vertically integrated with a railway undertaking designated as having significant market presence is itself required to conclude commercial agreements with requesting railway service providers and to sell their rail products through its own platform.²¹ In plain terms, the incumbent's own ticketing website is compelled to retail its competitors' tickets. This is a fundamentally different mechanism from the sharing obligation. The sharing obligation requires the incumbent to release its content to independent platforms, which expands the channels through which rail is sold and strengthens competition in distribution. The hosting obligation requires competitors to be sold through the incumbent's channel, which concentrates distribution on the incumbent's platform. The two run in opposite directions, and only the sharing obligation serves the Regulation's purpose.

²¹ COM(2026) 232, Article 5(1) and (2); Article 5(1) defines an "indispensable railway online ticketing service provider" as a platform vertically integrated with a railway undertaking designated under Article 7 as having significant market presence.

Interaction between the sharing and hosting obligations

Sharing opens up selling by pushing tickets out to many sellers. Hosting concentrates it by pulling rivals onto one site.



Source: COM(2026) 232, Articles 5 and 6, eu travel tech position paper, s. 51

5.2 The resale obligation backfires

The incumbent's ticketing platform is already the principal retail channel in its national market, in many cases accounting for the large majority of rail ticket sales; in Germany, for example, around 90% of long-distance rail ticket requests are made through the incumbent's bahn.de website and DB Navigator app, and in Sweden the incumbent's platform draws more than a million users a week and sells the overwhelming majority of its tickets online.²² This is a position inherited from the era of legal monopoly and sustained by brand recognition and entrenched purchasing habits. Making these platforms the place through which all operators' tickets are sold does not dilute the incumbent's centrality; it reinforces it. It turns a website that is already the standard reference point for rail purchase into the gateway through which the entire market is orchestrated, while independent and competing channels lose ground. The market position the incumbent holds on the tracks is thereby replicated, by regulation, in distribution.

That entrenchment harms competition through two mechanisms in particular. First, it makes it even more difficult for independent platforms to compete. The distinctive value of an independent platform is comprehensive, neutral comparison; once every operator's tickets are available on the incumbent's site, the independent platform's principal selling point is removed, while the incumbent keeps the advantages of incumbency. The hosting obligation therefore forcibly transfers comparison and combination functionality to the incumbent's own site, which in Germany already accounts for around 90% of long-distance ticket requests. Independent platforms cannot compensate on other grounds, since they cannot match inherited brand recognition, default status or established

²² Regarding the incumbent's retail share: Bundeskartellamt, FAQ to the Deutsche Bahn proceeding (B9-144/19), recording that around 90% of long-distance rail ticket requests in Germany are made via bahn.de and the DB Navigator app; and, on Sweden, the Swedish Competition Authority's finding that alternative online channels represent only a marginal share of sales and that the vast majority of SJ tickets are sold through SJ's own digital channels, as recorded in the Impact Assessment.

purchasing habits. Competing on quality alone is not sufficient to challenge such an entrenched market position which is reinforced by regulation.

Second, a rival operator relying on ticket sales through the incumbent's platform is at the mercy of that platform for the quality of the retail experience, including basic service functions such as processing a refund or an exchange. The hosting obligation thus hands the incumbent a captive position over its competitors' distribution conditions, which is the opposite of what the Regulation seeks. For passengers the result is fewer places to compare and a single site on which the incumbent determines how a competitor's service is to be accessed.

5.3 A contradiction within the Regulation

The hosting obligation therefore contradicts the sharing obligation's goal of increasing the attractiveness and competitiveness of independent rail ticket distributors.²³ Such independent platforms may now be able to access tickets on fair terms, but much of their customer base will be captured by established incumbents' platforms. The Rail Ticketing Regulation thereby reduces incentives to invest in such independent platforms and thus culls much of the innovation and competitive pressure exerted to the benefit of passengers. This is a key contradiction within the Regulation's design.

5.4 An approach twice rejected by a competition authority

This is not a speculative concern; it is the precise conclusion a competition authority reached when it examined this exact question. When two new entrants complained that the Swedish incumbent SJ refused to sell their tickets through its dominant sales platform, the Swedish Competition Authority considered whether the answer was to require the incumbent's platform to carry competitors' tickets, and warned against it: doing so, it found, could reinforce the existing market structure because of the strong brand association between the incumbent's platform and the national operator, and could inhibit innovation and the development of independent booking platforms.²⁴ It recommended addressing how tickets are sold across the market rather than entrenching the incumbent's channel as the universal storefront.

5.5 Competition thrives without it

While the resale obligation is harmful, it is also unnecessary, as the most competitive open-access rail markets in Europe demonstrate. In Spain, the Madrid to Barcelona corridor is served by three competing operators, the incumbent's low-cost arm, a French-

²³COM(2026) 232, Legislative Financial Statement, Section 1.3: the specific objective is to "improve completeness of rail offer on online ticketing service providers", and the proposal is expected to enhance the attractiveness of rail by making more of the existing offers easily available on those providers. Under Section 1.3.4, progress is to be monitored by reference to the number of passenger railway service providers present on indispensable railway online ticketing service providers and on key online ticketing service providers.

²⁴ Konkurrensverket declined to mandate access to the incumbent's platform on two occasions: it first rejected MTR's complaint in 2014, reasoning that an undertaking has the right to choose its trading partners and that access to sj.se was not essential to enter the market; and, in its decision of 4 June 2019 closing the complaints of MTR Express and Saga Rail against SJ, it found that requiring the incumbent's platform to sell competing operators' tickets could reinforce the existing market structure, owing to the strong brand association between the incumbent's platform and the national operator, and could inhibit innovation and the development of independent booking platforms; it recommended that the government instead consider how rail tickets are sold across the market.

owned entrant and an Italian-backed entrant; in the first years of competition, average high-speed fares on the liberalized Spanish corridors fell by roughly a third, and demand has grown so strongly that the incumbent now carries more passengers than it did before liberalization. Italy, which opened its high-speed market earlier, saw the same pattern of falling fares and expanding ridership.²⁵ None of this required forcing the incumbent to sell rivals' tickets on its own platform. These operators reach customers through their own channels and, increasingly, through the independent distributors that the sharing obligation will strengthen. Therefore, vibrant rail competition is achievable through content-sharing and viable distribution, the path the rest of the Regulation takes, without the red tape and the structural risk of the hosting obligation; the visibility of new operators, which the hosting obligation purports to secure, is delivered by independent distribution, not by entrenching the incumbent's channel.

5.6. Elements worth retaining

Certain elements of the hosting obligation are defensible and warrant further examination. Firstly, the designation mechanism that triggers the hosting obligation, under which a railway undertaking is designated as having significant market presence where it provides 50% or more of the rail passenger services in a Member State, measured in passenger-kilometers, is itself well founded. A 50% threshold is consistent with settled competition-law case law, under which such a market share leads to a presumption of a dominant position.²⁶ This is consistent with the view that obligations of this kind should be applicable only to operators with genuine market power.

Secondly, Art. 5 (4) provides that thus designated railway online ticketing services must include in relevant search results all available railway services that are operated in the relevant Member State. This obligation takes a significant step towards enhanced consumer information without provoking the entrenchment described above. The entrenchment mechanism is the capture of the transaction and of the servicing relationship that follows it: once the sale is concluded on the incumbent's platform, the customer, the payment and the after-sales contact all sit there. Display without booking transfers none of these. The passenger sees the full range of services operated in the Member State and books wherever they choose.

Lastly, Article 6 (3) arguably warrants an amendment to cover a main concern with vertically integrated sales channel of rail incumbents: self-preferencing. In other words, the systemic preferential treatment given to the railway's own services on its own sales channels vis-a-vis rival railways. The MBR proposal indirectly addresses this problem through its 'neutral display' obligation, but this approach is ill-suited to address a problem which only exists in the rail market. A self-preferencing prohibition for railway online ticketing services of rail operators with SMP should be introduced. Such a prohibition does

²⁵ On the Madrid–Barcelona corridor, served by Renfe (including its low-cost arm Avlo), Ouigo and Iryo, and on the resulting fare reductions, see CNMC, Report on the liberalisation of passenger rail (2024); peer-reviewed analysis finds Spanish high-speed fares fell by approximately 28–30% within the first year of competition on the affected corridors, with industry estimates of an average reduction of around a third across the liberalized routes. On demand growth and the finding that the incumbent now carries more passengers than before liberalization, see Railway Gazette, reporting on the Spanish and Italian open-access markets (2026).

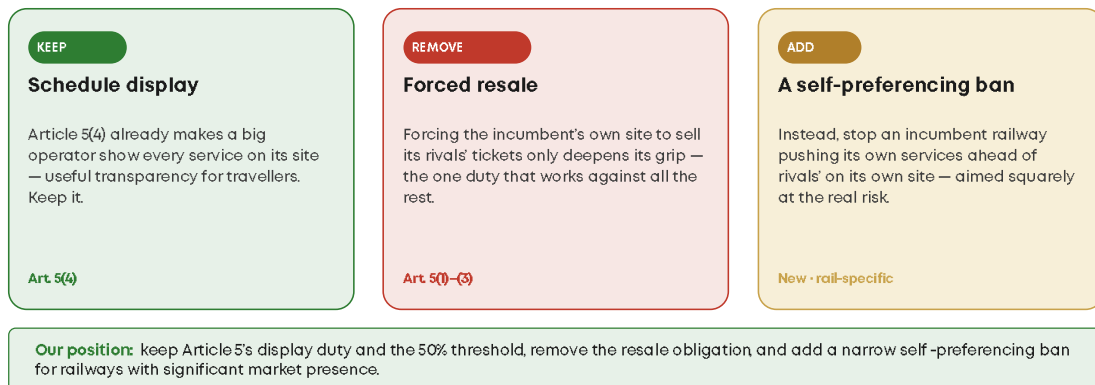
²⁶ The proposal's explanatory memorandum states that the notion of significant market presence is in line with the notion of significant market power in the Commission Guidelines on market analysis and the assessment of significant market power under the EU regulatory framework for electronic communications networks and services (2018/C 159/01), OJ C 159, 7.5.2018, p. 1. See also Recital 5 and its footnote 31, grounding the 50% assumption in settled case law.

not depend on the retention of the hosting obligation. Self-preferencing arises on the incumbent's platform also in cases where tickets of competitors are sold voluntarily.

Problem: the hosting obligation compels the incumbent's ticketing platform to sell its competitors' tickets, which entrenches the incumbent's inherited control of distribution, strips independent platforms of their comparison advantage, hands the incumbent control over its rivals' retail functionality, and directly contradicts the content-sharing objective of the rest of the Regulation; the Swedish Competition Authority examined this very remedy and warned against it, and the most competitive open-access markets in Europe show it to be unnecessary.

Fix: delete the hosting obligation in Article 5(1) to (3). Retain the schedule-display duty in Article 5(4), reframed as a stand-alone obligation under which an online ticketing service provider vertically integrated with an operator designated under Article 7 displays the full cross-operator offer for the Member State concerned. Retain the 50% designation threshold in Article 7. Add a self-preferencing prohibition applying to the ticketing services of railway undertakings with significant market presence, covering ranking, display, presentation and access to booking and servicing functionality, on the model of Article 6(5) of the Digital Markets Act. Should the co-legislators nonetheless retain the resale obligation in Article 5(2), the self-preferencing prohibition is required in any event: self-preferencing arises on the incumbent's platform whether competitors' tickets are carried voluntarily or under obligation.

Improving the hosting obligation



Source: COM(2026) 232, Article 5, eu travel tech position paper, s. 5.6.

6. Enforcement

eu travel tech broadly supports the enforcement architecture. Entrusting enforcement to the national rail regulatory bodies established under the Single European Railway Area Directive, coordinated through their existing network, builds on institutions that already

possess the requisite sectoral expertise and cross-border cooperation mechanisms, and the main-establishment principle for determining competence is the correct default.²⁷

If the sharing obligation is extended to other transport modes, an adjustment is required. The regulatory bodies designated under Article 55 of Directive 2012/34/EU have no inherent competence over air, coach or waterborne carriers. Article 9 should therefore allow Member States to designate a competent national enforcement body for each mode, which may be the same body, so that the extended obligations are enforceable by an authority with the relevant competence.

eu travel tech particularly welcomes that the right to complain is confined to alleged breaches of the Regulation. The provision empowering the national body, where an agreement is not concluded within the prescribed period, to issue a decision setting out the terms of the agreement supports the sharing obligation with the requisite enforcement framework and should be supported.²⁸

²⁷COM(2026) 232, Articles 9 and 10, designating the regulatory body referred to in Article 55 of Directive 2012/34/EU and providing for cooperation within the network referred to in Article 57(1) of that Directive; main-establishment competence under Article 9(2) and (3).

²⁸COM(2026) 232, Article 11(5).