

PASSENGER´S RIGHTS IN BUS OR RAIL TRAVELLING

When we are going to travel by train or by bus, we must take account of our rights as passengers, according to the Law. However, we should always consult the general conditions set out by each company, as they complement the basic regulations and regulate in detail all information concerning additional services (luggage check in, bicycle transport, pet requirements), the consequences of the breach of the transport contract (punctuality compromise, compensation conditions) and special characteristics.

Knowing our rights and the existing procedures to claim is essential for a correct and satisfactory use of all means of transportation to make a safe journey and to enjoy the trip.

The passenger

Is the person entitled to make use of the transport service, in virtue of a valid title, usually the ticket, although it may be any other document as a card or a pass.

The ticket

- It is the binding document for the parties to the contract: the passenger and the company.
- It proves that there is an enforceable contract. In the event of an accident, if we could not find our ticket, it is presumed that we had it, and that it had been lost or destroyed as the result of the accident.

The ticket must contains fundamental details such as:

- Name of the company

- Place and time of departure
- Destination and time of arrival
- The price including all the rates
- Weight and number of suitcases
- Coach, class and seat number

In case of travelling by train, the ticket must contain further information:

- Place and time connections
- Weight of the luggage and number of packages.
- Check-in price for luggage
- Information about insurances
- Time limit to check in

The luggage

The luggage comprises any object or group or objects the passenger wants to take during the trip inside the luggage rack, and handluggage contains small articles to wear or for personal use of the passenger during the trip on board.

At an exact definition, carriage of passengers includes transport for passengers and their luggage in suitable vehicles, and both must travel together. The limit is set up to 30 kg. by passenger.

The carrier assumes the main obligation to carry our luggage, and the additional obligation to keep it safe, as it must be handed out to its owner, being liable for any loss or damage. However, it is the passenger and not the carrier the person responsible for the hand luggage, except if at an stop the bus was to be empty and the driver left the doors opened.

If you have an incident with the luggage and there is no check in service, we recommend complain against the company, as it will usually be a member of the Consumption Arbitration System, which will easy the complaint procedure.

Unless expressly agreed otherwise, liability for loss or damages is limited to a maximum of 14,5 € per kg. Railway regulations establish a limit of 600 € per passenger. However, when travelling by bus, one should read the general conditions of each company about liability limit per passenger.

The carrier and the obligatory insurance for passengers protection

The carriage of passengers always implies risks which must be assumed by the company, who will be liable in case of damages to the passengers. Accordingly, the companies have the legal obligation to contract the so called Obligatory Passengers Insurance in case of bodily injuries caused to the passengers during the journey: The price of the insurance is included in the price we pay for the ticket. Nevertheless, the above insurance is compatible with any other policy the passenger may have.

In virtue of the insurance policy, the transport company is liable even if the driver is not to be blamed of the accident. Additionally, in the event of an accident and the company not having the obligatory insurance, the “Consortio de Compensación de Seguros” will cover the expenses, and therefore you should never accept the lack of insurance as excuse.

The compulsory insurance covers body injuries as a result of an impact, overturning, shock, breaking, explosion, arson, reaction, exit of the highway, external knock, and any other breakdown causing serious detriment to the vehicle. The passengers are entitled to compensation if as consequence of an accident covered by the insurance, the following occurs:

- death
- permanent incapacity to work
- serious injuries causing any inconvenience to work for a considerable period of time,
- in all cases, the necessary medical assistance.

The obligatory insurance covers the accidents taking place when the passenger being on board or upon boarding or leaving the vehicle, and when picking up the luggage directly from the bus or train.

Children

There are often reduced fares for children under thirteen, and children under four years old not seated travel free in trains. Moreover, some trains and coaches offer the possibility to use the Service for Unaccompanied Children for children from four to eleven if they do not need special care which cannot be carried out by the staff of the train. In any case, children under eighteen travelling free and travelling accompanied are covered by the compulsory insurance.

Disabled or reduced mobility people

In case of cancellation or interruption of the journey, the company must provide to the disabled or reduced mobility passengers, a vehicle with the same accessibility conditions.

Pets

The passengers who want to take their pets must know the requirements set by each company and for the different types of vehicles. Guide Dogs travel free in all trains.

All passengers who are travelling with pets within the European Union must carry the European Pet Passport according to the European Regulation 998/2003 concerning animal health requirements for the non-commercial movement of pets, as it is intended to control the pet movements within the EU.

Nevertheless we recommend to ask the company for the full conditions concerning pets transport and for further advice.

By train:

Fast rail:

Small pets can be carried in the passenger cabin in a suitable container if the other passengers agree and they do not cause any inconvenience.

Check-in: It is allowed to check in pets under six kilos, only a pet by passenger inside a container maximum size 60x35x35 cm. It is possible to check in containers of a maximum size of 85x55x45 cm paying 50% of the cost of the second class. If you had to sleep during the journey, it is possible to carry your pet in a familiar cabin and you will be charged with 50 % of the cost.

Long Train:

It is possible to travel with small pets if the other passengers agree and they do not cause any inconvenience at the corresponding tariff.

By bus:

Some companies allow passengers to bring their pets in the luggage cabin fitted in suitable kennels, which the same company may make available to the client if needed. It is recommended to ask the company, as it is possible that the company only allows one dog or cat per vehicle.

Company liability

Bus liability:

Along with punctuality and safety, protection of passenger's rights is a key factor determining the passenger's choice of a particular mode of transportation. The bus is liable in the event of delay if so stated in the contract except in case of force majeure. The passenger is entitled to ask for compensation, but remember that you have to prove the loss or detriment caused by the delay.

In very busy periods, such as Christmas, Easter or national holidays the transport companies provide additional buses in order to attend a greater demand. In this case, the company must ensure and guarantee the same safety, sanitary and health conditions.

Compensation for delay in luggage delivery will not exceed the price of the transport.

Railway liability:

The Railway Regulation approved by Spanish Royal Decree 2387/2004, dated 30th December improved the rights for the railway passengers, by setting minimum requirements in case of:

Delay,
Cancellation,
Interruption of the journey
Loss, theft, or damage of the luggage (see luggage section)

Delay: Passengers who suffer a delay, may request a compensation from the railway company, undertaking to continue their journeys under good conditions, by requesting the right to reimbursement the price of the ticket or an alternative journey at the earliest opportunity.

The minimum amount of compensation is differentiated according to the service and its duration, as follows:

More than 60 minutes delay: 50% compensation

More than 90 minutes delay: reimbursement of the full cost of the ticket.

Interruption: Once on board, the interruption makes the company liable to find the passenger another transport in the same conditions as soon as possible.

Additionally, if the interruption time is longer than one hour, the company must cover expenses for accommodation and meals.

Cancellation: According to the Regulation, in the event of cancellation the company must reimburse the total cost of the ticket. If cancellation takes place 48 hours before the trip, the company must provide, at the passengers' election, reimbursement of the cost of the ticket or another mode of transportation with equivalent conditions. When the passenger is informed within four hours before the trip, the passenger is also entitled to twice the original cost of the ticket.

Passenger obligations

1. Pay attention to all information contained in panels or brochures provided by the company, and to instructions and recommendations of its staff.
2. Take care of your ticket until you finish your journey.
3. Respect the preventive measures adopted for your security and comfort.

How to complain

The passenger may complain if the company does not comply with the terms of the contract. The company must have customer complaint forms available upon request of the passengers inside the bus (in case of regular public transport) or train if there were employees apart from the driver.

Nevertheless, it is possible to claim through the procedure established by the Arbitration System (Arbitration Boards) or to lodge a report against the company at any Court.

Keep your ticket or any other document concerning the journey (receipt, credit card bill) since you may need it to complain.

We advise you to make any complaint against the company in such a way that you can keep the document you send with the time, day, and content. Do not forget to add all the documents useful to prove the damages and to identify the transport.

In order to know your rights and to submit your complaint in a letter form, we strongly encourage to come to our consumer association where your complain will be always attended and you will be properly advised.