

GCC-CIV/PRR

General Conditions of Carriage for Rail Passengers of 3 December 2009

First amendment dated 3 December 2009

This amendment contains:

- replacement pages 7 to 10.

This amendment contains the changes approved by the CIV Committee in correspondence (see CIT letter of 5 October 2009) the results of which were made known in circular letter 16/2009 of 10 November 2009.

The General Assembly on 5 November 2009 decided that the General Secretariat would no longer distribute hard copy printed amendments. As a consequence of this decision, we would be grateful if you were to print the number of copies you require yourselves and then update the documents in your binders.

The amendments are marked in the margin.

5.2 During the journey

- 5.2.1 Passengers must hold tickets valid throughout the whole journey. Passengers must show tickets to rail staff on demand and retain them until leaving the destination station. Passengers without valid tickets may have to pay a surcharge in addition to the fare itself, failing which they may be required to discontinue their journey.
- 5.2.2 Passengers with special tickets (e.g. made out in the passenger's name, issued at a reduced fare, e-tickets, or tickets paid for in particular ways) must be able to prove their identity and entitlement at any time in accordance with the special conditions of carriage.
- 5.2.3 Rail staff may retain tickets for audit purposes. In these cases, passengers are given replacement tickets or receipts.
- 5.2.4 Subject to the special conditions of carriage, passengers may not break and resume their journeys at will.
- 5.2.5 Tickets entitle passengers to carriage in the class of travel indicated and to the accommodation which the passenger has reserved (if any). The special conditions of carriage cover cases where only a lower class of travel is offered over a section of the journey. Reserved accommodation must be claimed within fifteen minutes of departure or the passenger may lose his claim to the accommodation.
- 5.2.6 Passengers may only occupy one seat. Accommodation reserved for persons with reduced mobility or for families with children is to be given up.
- 5.2.7 Passengers must follow instructions given by the carriers' staff, the station managers' staff and the infrastructure managers' staff. In particular, passengers must observe the regulations for the use of premises and facilities and any special conditions for accessing trains.
- 5.2.8 Passengers must observe all customs regulations and the regulations of other administrative authorities.
- 5.2.9 Passengers may not smoke in areas where smoking is not permitted even if other passengers consent.
- 5.2.10 Carriers may penalise the misuse of alarm and emergency equipment in accordance with the national law applicable.

- 5.2.11 Passengers who present a risk to the safety of operations or other passengers, or who inconvenience other passengers in an unacceptable manner, may be excluded from carriage and will not be entitled to a refund of their fare.

6 **Hand luggage**

- 6.1 Passengers may take hand luggage with them. The hand luggage must be easy to handle, associated with a purpose of their journey and capable of being fitted into luggage spaces. Passengers must supervise their hand luggage and label it if required by other regulations. Hand luggage must not inconvenience other passengers or rail operations, nor cause damage, for example, to other passengers, other hand luggage or rail equipment. The special conditions of carriage specify the penalties that may be applied in these cases.
- 6.2 The Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF) and the relevant publication of the CIT (www.cit-rail.org) apply to the carriage of dangerous goods. Substances and articles which are packaged for retail sale and intended for personal or domestic use or for leisure or sporting activities are permitted.
- 6.3 Taking weapons and ammunition in trains is prohibited. The special conditions of carriage specify the exceptions and the procedures in those cases.
- 6.4 Lost property is to be reported to rail staff immediately. The carrier may examine unsupervised hand luggage including its contents and remove it from the train and destroy it if the carrier or the authorities consider it necessary for the safety of operations or passengers.
- 6.5 The special conditions of carriage apply to accompanied bicycles.

7 **Animals**

- 7.1 Passengers may take animals in trains only in so far as the carriers allow it. If the carriers do allow it, the special conditions of carriage apply.
- 7.2 Subject to the law applicable, no restrictions apply to blind and disabled persons' assistance dogs which are recognisable as such.

8 **Registered luggage and vehicles**

If carriers offer the carriage of registered luggage and vehicles, the special conditions of carriage apply.

9 Delays

9.1 Train cancellations and anticipated delays

9.1.1 If a train is cancelled or if the experience of the carrier leads objectively to the conclusion that the destination point specified in the contract will be reached with a delay of more than 60 minutes, passengers may, in accordance with point 9.1.3 below:

- a. demand a refund of the fare for the journey not made or for that part of the journey not made and/or the part made but no longer serving a purpose together with carriage back to the starting point of the journey free of charge, or
- b. continue their journey, using a different route if necessary, at the earliest opportunity but nevertheless at the latest within 48 hours.

9.1.2 If passengers' tickets are also valid for the return journey and if they use them in accordance with their travel plans, only that part of the total fare which corresponds to the outward journey will be refunded.

9.1.3 Return to the starting point of the journey or continuation of the journey are only possible using the carriers taking part in the performance of the contract of carriage. They are to be under conditions comparable to the initial journey.

9.2 Delays sustained

9.2.1 If passengers do not claim under point 9.1.1 a) above and reach the destination point specified in their contract with 60 minutes or more of delay, carriers will compensate them with 25% of the fare calculated in accordance with point 9.3.1 below. For delays of 120 minutes or more, the compensation will be 50% of the fare calculated in accordance with point 9.3.1 below. Point 9.5 below still applies.

9.2.2 Rail staff on the train which was delayed, or any other authorised staff, will provide passengers with confirmation of the delay on demand.

9.2.3 Passengers are to make their claims for compensation within two months of the end of the rail journey, by presenting the original ticket to the issuer of the ticket or to one of the carriers taking part in the performance of the contract of carriage. If the carrier provided a confirmation of the delay then it is also to be submitted.

9.3 Handling of refunds and compensation

9.3.1 The basis for calculating compensation is the fare attributable to the delayed train. If the ticket does not specifically show this fare, the basis is to be the fare the passenger would have had to pay for a journey restricted to just that train. The special conditions of carriage apply to reduced and promotional fares, tickets with integrated reservation, season tickets and other types of rail pass tickets.

9.3.2 The fare taken into account for paying refunds and compensation will include ancillary charges (reservations, supplements, etc.) but exclude any service fees.

9.3.3 Carriers may pay refunds and compensation in the form of vouchers. As a rule vouchers are valid for a year and will only be redeemed by the issuing carrier and/or for designated services. At passengers' request carriers will pay refunds and compensation in money in a form chosen by the carrier, e.g. by bank transfer, by credit note or in cash.

9.3.4 Refunds and compensation are processed within a month of application to the appropriate contact point (point 9.2.3 above). As a rule, amounts under EUR 4 will not be paid. Any financial transaction costs are paid by the carrier.

9.4 Non-continuation of the journey the same day

Subject to point 9.5.2 below, if passengers are not able to continue their journey in accordance with the contract of carriage on the same day by reason of cancellation, the late running of a train or a missed connection, or if continuation of the journey on the same day could not reasonably be required under the circumstances, the carrier will refund the reasonable costs of notifying persons awaiting those passengers and:

- a. provide reasonable accommodation including the transfer necessary, or
- b. refund the reasonable costs of accommodation including the transfer necessary.

Carriers may offer alternative transport (bus, metro, taxi, etc.).

9.5 Relief from liability for delays

9.5.1 Carriers are relieved of liability for delay sustained (point 9.2 above) in so far as the delay is due to transport services:

- a. which are wholly performed outside the territory of a Member State of the EU, Switzerland and Norway;
- b. which are performed partly outside the territory of a Member State of the EU, Switzerland and Norway, provided that the delay occurs outside those states;
- c. which are exempted from the PRR;
- d. which do not form part of the contract of carriage (bus, tram, metro, etc. between railway stations, for example, in the same conurbation);
- e. by sea or on inland waterways.

9.5.2 In addition, carriers are relieved of liability for delay sustained (point 9.2 above) as well as for non-continuation of the journey the same day (point 9.4 above), if passengers were informed of possible delays before buying their tickets, or if when continuing their journeys by an alternative service or route, the delay on arrival at their destinations is less than 60 minutes, or if the event was due to:

- a. circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;
- b. fault on the part of the passenger;
- c. the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; the infrastructure manager or - in case of non-continuation of the journey the same day (point 9.4 above) - other railway undertakings using the same railway infrastructure are not to be considered as third parties;
- d. limitations in transport services as a result of strikes of which passengers were appropriately informed.

10 Assistance in case of delays

In the case of a delay of 60 minutes or more, carriers take all reasonable and proportional action to assist passengers. As far as possible and having regard to the waiting time, this action will include the provision of refreshments and meals and, in accordance with point 9.4 above, the provision of accommodation and the organisation of alternative means of transport. Special attention will be paid to the needs of persons with reduced mobility.

11 Personal injury

11.1 The carrier's liability for the death of and personal injury to passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. The national law applicable applies to liability for domestic carriage in non-EU Member States. Without prejudice to Article 31 CIV, the maritime law applicable applies to the liability of maritime carriers.

11.2 The carrier liable in accordance with Article 56 § 1 together with Article 26 § 5 CIV is to make appropriate advance payments to passengers or their dependents to cover immediate economic needs in the event of the death or injury of a passenger in an EU Member State if the transport service in question has not been exempted from the PRR. An amount of EUR 21 000 per passenger will be paid in advance in the event of death. In the event of injury, relevant and reasonable costs of up to EUR 21 000 per passenger will be paid in advance.

11.3 Advance payments do not constitute acceptance of liability and will be offset against any subsequent compensation paid. A demand may be made for the advance payment to be returned if the loss or damage was caused wilfully or negligently by the passenger or if the recipient was not entitled to receive the payment.

11.4 So far as is compatible with the protection of their interests, carriers who decline liability will provide support for pursuing claims for compensation against third parties at passengers' request (where appropriate forwarding documents, sight of inquiry reports, supply of papers, etc.).

12 Loss and damage to property

The carrier's liability for hand luggage and animals in the custody of passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. Applicable national law applies to liability for domestic carriage in non-EU Member States. Within EU Member States, Switzerland and Norway, the limits in Article 34 CIV do not apply to liability for mobility equipment for disabled persons and persons with reduced mobility.

13 Claims and complaints

13.1 Claims for personal injury

13.1.1 The person entitled must address claims relating to the liability of the carrier in the case of the death of, or personal injury to, passengers in writing to the carrier having performed the part of the carriage on which the accident happened, within twelve months of becoming aware of the loss or damage. If this part of the carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

13.1.2 If the carriage was the subject of a single contract and was performed by successive carriers, the claim may be addressed to the first carrier or the last carrier or to that carrier who has his principal place of business or the branch or office which concluded the contract of carriage in the state where the passenger is domiciled or habitually resident.

13.2 Other claims and complaints

13.2.1 Other claims and complaints may be addressed to the issuer of the ticket or to any carrier taking part in the performance of the contract of carriage.

13.2.2 Carriers to whom the claims or complaints are submitted will provide reasoned replies to passengers within one month of receiving them. If appropriate, carriers will pass claims and complaints on to the carrier responsible, informing passengers that they have done so at the same time. Carriers will then provide passengers with definitive replies within three months of receiving their claims and complaints.

13.2.3 Details of specialist departments, their addresses and their working languages, are shown on www.cit-rail.org and on www.railpassenger.info. They may also be obtained from the websites of undertakings which apply the GCC-CIV/PRR and as a rule from their sales points providing customer advice.

14 Disputes

14.1 Undertakings against which an action may be brought

14.1.1 An action based on the liability of the carrier in the event of the death of, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened. If this part of carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

14.1.2 An action for the recovery of a sum paid for the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

14.1.3 An action for refund and compensation for delays and other actions made on the basis of the contract of carriage may only be brought against the first or the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.

14.1.4 Article 56 § 3 CIV applies to claims for registered luggage and vehicles made on the basis of the contract of carriage.

14.1.5 If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

14.2 Jurisdiction

Legal actions based on the contract of carriage may only be brought before the courts and tribunals of the Member States of the Intergovernmental Organisation for International Carriage by Rail (OTIF) or of the EU on whose territory the defendant has his domicile or habitual residence, his principal place of business or the branch or office which concluded the contract of carriage. Actions may not be brought before other courts or tribunals.

14.3 Applicable law

If the national laws of several states are applicable, the law of the state in which the person entitled asserts his rights, including the rules relating to conflict of laws is applicable.
