



## Guidance on rail passengers' rights & obligations

Publication: November 2022





## Table of Contents

1	Introduction .....	3
2	Passengers' rights & obligations .....	5
2.1	Transport Contract.....	5
2.2	Information for passengers .....	6
2.3	Hand luggage, pets, luggage and vehicle transportation .....	7
2.4	Bicycle transportation.....	8
2.5	Tickets .....	8
2.6	Compensation for delays & cancellations.....	9
2.7	Compensation in case of injury or death in the event of a railway accident .....	11
2.8	Assistance for disabled passengers or passengers with reduced mobility.....	11
2.9	Submission of complaint .....	13
2.10	Related documents & links.....	14
	Annexes.....	<b>Error! Bookmark not defined.</b>
2.11	Annex II – Complaint Submission form .....	15

## 1 Introduction

Based on the European legal framework that has been established and entered into force from 2007 (Regulation 1371/2007) and significantly enriched in 2021 with the Regulation 782 (in force since 07 June 2023), rail passengers within the European Union now have a comprehensive and up-to-date framework of services and rights provided within the Union.

EU rules concerning rail passenger rights apply when traveling by train within the EU and generally apply to all rail journeys and services.

However, EU countries may decide to exclude certain railway services. These exceptions may apply to urban, suburban or regional railways as well as to long-haul inland or international routes to or from outside the EU.

Railway Regulatory Authority (RRA), according to the Article 28, par.11 of the law 3891/2010 as in force, is the national body (National Enforcement Body – NEB) responsible for enforcing the application of the Regulation. Its purpose is to assure the rights of rail passengers, to improve the quality and efficiency of the services provided, to promote an increase in the share of rail transport in relation to other means of transport.

The Regulation lays the groundwork for providing assistance to passengers and understanding of their rights when traveling by rail in the EU. The rights of the railway service users include among others, obtaining information relative to the services provided, both before and during the journey, as well as establishing a system of passenger compensation in the event of a delay for which the railway undertaking is responsible.

When purchasing your ticket, the railway company or ticket seller must, among others, provide you with clear information about:

- The general terms that apply to your trip
- The schedule and terms of charges as well as the shortest travel time
- The accessibility, the conditions of access and the existence of on-board facilities for people with disabilities and people with reduced mobility
- The services available on the train
- Lost luggage search procedures
- Procedures for submitting a complaint

During your journey, the railway company must provide information about train services, delays, safety and security issues and connection services. If your itinerary is delayed or canceled, the railway company must provide you with real-time information about the situation and inform you about your rights and obligations.

This guide will give you the information you need about your rights and will guide you so you can refer to the relevant European and national legislation for more details. In this context, what is not provided by this guide and is not explicitly mentioned, is at the discretion of any licensed railway company that provides services to passengers within the Greek territory, for example ticket payment methods.

The scope of the rights listed in this guide concerns urban, long-distance, suburban, regional passenger rail services as well as routes that are strictly executed for historical or tourist use.

In addition, railway undertakings, tour operators or ticket vendors may offer more favorable terms to passengers than those set out in this Guide and in accordance with Regulation 782/2021.

In addition to this guide, information on Passenger Rights and Obligations can be found on the websites [Your Europe](#), [Your Guide to Greece](#).

## 2 Passengers' rights & obligations

The current Regulation (EU) 782/2021 clarifies and enriches the rights and obligations of rail passengers. All specifications and requirements that need to be met by railway undertakings, station managers, ticket vendors and tour operators for completeness and clarity in informing railway passengers are specified.

This information may be in printed or electronic form or by any other means of easy access by all passengers.

In addition to the rights set out in this Regulation, it should be noted that it is at the discretion of railway undertakings, tour operators or ticket sellers, as the case may be, to offer more favorable terms to passengers.

### 2.1 Transport Contract

Your relationship as a passenger with the railway undertaking that will transfer you to your destination is based on the conclusion of a transport contract, ie the purchase / reservation of a ticket and the acceptance of the general terms of transport that it contains.

From the beginning of the trip, you must have a valid ticket, ie a ticket, and you must show it during the ticket check.

More information on the transport contract, the payment of the ticket as well as the cases of the possibility for the railway undertaking to exclude passengers from the transfer can be found in Titles I and II of Annex I of Regulation 782/2021

<https://eur-lex.europa.eu/legal-content/EL/TXT/PDF/?uri=CELEX:32021R0782&from=el>

## 2.2 Information for passengers

As rail passengers in Europe, you already have a comprehensive framework of information requirements and specifications since 2009, which has been significantly enriched by the new Regulation (EU) 782/2021. It is provided that you are fully informed in the most appropriate way and with special attention to the needs of people with vision and / or hearing problems.

Your update should include:

### **A) Information before the trip**

Upon request, you can receive the following information regarding your trip:

- Which general terms apply under the contract of transport
- Which is the shortest time travel and for which travel the lowest charge applies
- If there are any facilities for people with disabilities and reduced mobility, as well as for passengers with bicycles, when boarding and staying on the train.
- If there are seats for smokers and non-smokers, for first and second class passengers, as well as seats in couchettes and sleeping carriages.
- Pre-purchase information on whether the ticket or tickets constitute a single ticket
- Whether there will be an interruption or delay in the itinerary (scheduled or in real time)
- What kind of services are provided on the train
- Where and how passengers can search for lost luggage
- Where and how passengers can submit their complaints

### **B) Information during the trip**

- What services are provided on the train, including Wi-Fi network
- Which is the next station
- If the train is delayed and when it is expected to arrive
- Which are the main connections available
- What must be considered when it comes to security issues

You can find more information in Chapter II (Articles 8,9,10 as well as in Annex II of the Regulation 782/ 2021.

## 2.3 Hand luggage, pets, luggage and vehicle transportation

You can take with you items that are easy to carry (hand luggage) as well as pets, in accordance with the General Conditions of Carriage. You are obliged to supervise the hand luggage and the animals you take with you.

In addition, you can take bulky items with you in accordance with the special provisions of the General Conditions of Carriage. Objects or animals that may disturb or harass other passengers or cause damage are not permitted as hand luggage.

According to the General Terms of Carriage you can send as a luggage both items and animals. The contractual obligations concerning the baggage forwarding must be stated in the baggage slip provided to you. Until proven otherwise, it is considered that, on receipt by the carrier, the luggage was apparently in good condition and that the number and weight of the luggage corresponded to the indications on the luggage slip.

The carrier may accept the vehicle carriage on the occasion of the passengers' carriage in accordance with the special provisions of the General Conditions of Carriage.

You are entitled to compensation in case of loss, damage and delay in the delivery of luggage, hand luggage, pets and vehicles according to the relevant limits set out in Regulation (EU) 782/2021.

You can find more information not only about obligations but also for indemnity / compensation for luggage, hand luggage, pets and vehicles in Annex I, Title IV, Chapter III as well as in Title V and Title VI of Regulation 782/2021.

## 2.4 Bicycle transportation

The railway undertakings are obliged to provide you with the possibility to transport your bicycles with all the trains, given that they are easy to move, if the event does not negatively affect the specific railway service and if the train can accept them.

To reserve a seat for your bicycle you will be charged a reasonable cost by the competent railway company. Railway undertakings must publish the terms of bicycle carriage on their official website, including up-to-date information on capacity availability.

More information can be found in Chapter II (Article 6) of Regulation 782 /2021.

## 2.5 Tickets

To complete your transport, you can buy one way or single tickets. Tickets are sold by the railway undertakings either directly or through ticket vendors or tour operators with at least one of the following means of sale:

- 1) Ticket offices, other points of sale or selling machines
- 2) Telephone, the internet or any other widely available information technology
- 3) On board train.

For journeys involving one or more connections, you must be informed before purchasing a ticket or tickets whether that ticket or tickets are a single ticket. In the event that the ticket or tickets constitute a single ticket, the railway undertaking shall be liable if one or more connections are missed due to a fault of the undertaking.

When tickets are combined at the initiative of the ticket seller or the tour operator, then in case of non-realization of the trip or in case one or more connections are missed, the above are responsible for the refund of the total amount for the first and for the payment of compensation equivalent to 75% of that amount, plus your other damages. Refunds and compensation are made within 30 days of receiving the request.

You can find more information in Chapter II (Articles 11,12) of the Regulation 782/2021



## 2.6 Compensation for delays & cancellations

**A) If a delay of at least one hour is going to take place,** you can immediately choose between:

- **Refund of the fare** in full or for the part of the trip that did not take place and for the part that has already taken place, if the trip no longer serves the purpose of the initial travel plan of the passenger. In addition, in this case, you are entitled to one return trip, at the earliest opportunity, to the initial point of departure
- **Continue the trip or reschedule your destination,** under comparable conditions, to the final destination and at the earliest opportunity or to the final destination at a later date of your option.

When the available rerouting options are not notified to you within 100 minutes of the scheduled departure time of the delayed or canceled itinerary or lost connection, you have the right to make such a contract with other public transport service providers by rail, coach or bus. The railway undertaking owes you the necessary, appropriate and reasonable costs that arise. In case you belong to the group of people with disabilities or reduced mobility, the rerouting service providers must provide you with alternative services that are suitable for your needs and which may differ from those provided to other passengers.

Refunds are made within 30 days of receipt of the request. Refunds may be made in the form of vouchers and / or other services, provided that the terms of such vouchers and / or services provide sufficient flexibility, in particular as to the period of validity and destination, and that you agree to accept vouchers and /or services instead of money. The return of the fare is not reduced by the use of transaction costs.

**B) In case you wish to continue your trip despite the delay,** you are entitled to compensation.

The minimum compensation for delays is:

- 25% of the ticket price for a delay of 60 to 119 minutes
- 50% of the ticket price for a delay of 120 minutes or more

The compensation of the fare is paid within one month from the submission of the application for compensation. The compensation can be paid in vouchers and/or other services if the terms provide flexibility, in particularly as regards the validity period and destination. As a passenger, you are not

entitled to compensation in certain cases, e.g. if the cancellation, delay or loss of connection is due to exceptional circumstances or third party behaviors which the carrier could not have avoided even though it has shown the necessary diligence for this particular case as well as if it is due to your fault. In addition, you are not entitled to compensation if you were informed of the delay before purchasing the ticket.

The respective railway undertaking has the obligation to inform you about delays and cancellations of routes, as soon as it has this information at its disposal.

In case of a delay of one hour (60 minutes) or more, you must be offered free meals and refreshments depending on the waiting time.

In addition, the railway company must offer free hotel accommodation or other accommodation and transfer between the train station and the accommodation, in case it is necessary to stay for one or more nights due to the delay. Accessibility requirements for people with disabilities and people with reduced mobility and the needs of guide dogs are taken into account whenever possible.

If the train is stationary outside the station, the railway undertaking must arrange for the transfer from the train to the train station, to an alternative place of departure or to the final destination, when and where practicable.

If the rail service can no longer be resumed, the company must arrange alternative routes as soon as possible.

Railway undertakings must inform you and any affected passengers how to apply for certification that the rail service has been delayed, lost or canceled.

You can find more information in Chapter IV (Articles 17-20) of the Regulation 782/2021.

## 2.7 Compensation in case of injury or death in the event of a railway accident

If a passenger is killed or injured in a train accident, the railway undertaking is obliged, within 15 days, to prepay the amounts required to meet the immediate needs of the victim or his dependents - amounts to at least € 21,000 per passenger death.

The deposit is not a liability and can be offset by any other amount subsequently paid but is non-refundable, unless the damage caused was due to a mistake or negligence of the passenger or if the recipient of the deposit was not the beneficiary of the compensation.

You can find more information in Chapter III (Articles 13,14,15,16,27 and Annex I, Title IV - Articles 26 - 31) of the Regulation 782/2021

## 2.8 Assistance for disabled passengers or passengers with reduced mobility

The EU institutional framework, through the rules laid down, has ensured since 2007 equal access for the transfer of persons with disabilities, including their escorts through a recognized capacity, and persons with reduced mobility, so that passengers with disabilities or reduced mobility can travel like other citizens.

Railway undertakings and railway station operators must establish non-discriminatory access rules for the transfer of persons with disabilities or reduced mobility, including e.g. the elderly. At your request, railway undertakings, ticket vendors and tour operators must also provide information on rail access, access conditions and relevant reasons. This update must be done in accessible ways.

Railway companies must provide you with assistance on the train, as well as on boarding and disembarking, always free of charge. The assistance is provided as long as your need for such assistance is communicated to the railway undertaking, station manager, seller or tour operator from whom the ticket was purchased, at least 24 hours before the time required. The assistance can be provided to you as follows:

- Through your escort, who has a **Disabled Escort Travel Card** and can travel with a special invoice or free of charge and sit next to you.
- Through the possibility of being accompanied by a guide dog according to the relevant national legislation.
- At manned stations, through the provision of free assistance by the railway staff on departure, transfer or arrival at the station, if this need has been notified in advance.
- At unmanned stations, through the provision of free assistance on the train, as well as during your boarding and disembarking.

If there is no notification according to the above, the station manager or any other person in charge identifies points where you can announce your arrival at the station and request assistance. A basic condition for providing assistance is your presence at the predetermined point:

- the specified time (by the railway undertaking or the station attendant that provides the assistance) which must be at least 60 minutes before the published departure time
- the time at which all passengers must board, or if no time has been set, at least 30 minutes before the announced departure time or the time at which passengers must board.

In case that it is not possible to comply with the rules for the provision of boarding aids and assistance on the infrastructure of the stations, and only if this is absolutely necessary for the compliance of the accessibility rules, the railway undertaking, the ticket seller or the tour operator, may refuse to book or issue tickets or require from you to be accompanied by another person. In this case, at your request, they must inform you in writing within five days of the reasons for refusing to book or issue a ticket and make every reasonable effort to offer you an acceptable alternative to transportation, based on your needs.

There is no limit to compensation in the event of liability of the railway undertaking for the loss or damage of transport equipment or in the event of injury of the guide dog you use for transport: in this case, the liability covers the total or partial loss or damage of transport equipment or other special equipment used by persons with disabilities or persons with reduced mobility, as well as the cost of replacing or treating the injury of a guide dog who has died or been injured or the reasonable cost of temporarily replacing the transport equipment, aids or guide dogs, when this replacement is not provided by the railway undertaking or the station manager.

You can find more information in Chapter V (of the Regulation 782/2021

## 2.9 Submission of complaint

According to the Article 28 of the Regulation 782/2020, you have the right to submit a complaint to any railway undertaking involved, within three months of the incident to which it relates, when you consider that your right under the Regulation has been violated. Each railway undertaking must inform you of its contact methods and its working language or languages.

The company will respond within one month or within three months, in justified cases.

In case of unsatisfactory response to the complaint, the passenger may contact RRA. If the passenger wishes, may contact directly with RRA, which will forward the complaint to the competent railway undertaking in order initially to be informed of its views. RRA acts as a secondary passenger protection body, always giving the opportunity to the respective railway transport service provider, which is also the contracting party, through the ticket, with the passenger, to express his views.

For the submission of the complaint, the passenger fills in the form of complaint that is listed in Annex II and can be found electronically at RRA's address <https://ras-el.gr/epivates/#dikaiwmata>. You can also contact RRA by email, fax or phone via the following contact details:

- Railway Regulatory Authority (RRA)
- 33 Stadiou Street - PC 105 59 Athens
- 210 3860141
- [info@ras-el.gr](mailto:info@ras-el.gr)
- [www.ras-el.gr](http://www.ras-el.gr)

You can find more information in Chapters VI and VII of the Regulation 782/2021 <https://eur-lex.europa.eu/legal-content/EL/TXT/PDF/?uri=CELEX:32021R0782&from=el>.

## 2.10 Related documents & links

### **Legislation**

[Regulation \(EU\) 2021/782 on the rights and obligations of the railway transfer passengers \(recast\)](#)

[GR](#)

[Regulation \(EU\) 2021/782 on the rights and obligations of the railway transfer passengers \(recast\) EN](#)

[Regulation \(EU\) 2014/1300 on technical specifications for interoperability for accessibility of the Union rail system for persons with disabilities and persons with reduced mobility](#)

[COM-2011-898 Commission Notice Passenger rights in all modes of transport](#)

[Complaint handling procedure by RAS](#)

### **Relevant Links**

[https://ec.europa.eu/transport/themes/passengers/rail\\_en](https://ec.europa.eu/transport/themes/passengers/rail_en)

[https://europa.eu/youreurope/citizens/travel/passenger-rights/rail/index\\_en.htm](https://europa.eu/youreurope/citizens/travel/passenger-rights/rail/index_en.htm)

<http://www.trainose.gr/complaints/>

<http://www.stasy.gr/index.php?id=49&L=pkmmqnwkkulpflh>



## 2.11 Annex II – Complaint Submission form



### COMPLAINT SUBMISSION FORM

(according to art. 33 του ΕΕ 2021/782)

Name\*

Surname\*

Street – Number Address

City – Post Code

Contact Number\*

Email\*

Railway Company concerning the  
complaint

I have submitted the complaint to  
the company

YES

NO

I have received a reply from the  
company & it is attached

YES

NO

Reason for complaint :

Event Description:

Date of event

Itinerary

Attached documents / files



I consent to the processing of my personal data, within the responsibilities of RAS, in accordance with paragraphs 11-12 of the Article 28 of Law 3891/2010 (A'188) and Regulation (EE) 2021/782 «On Rail Passenger's Rights and Obligations»

### **Instructions**

Fields marked with a star are compulsory.

Anonymous & abusive complaints are not answered.

The complaint is forwarded to the related company as it is unaltered

Ways to submit a complaint:

In person at the offices of the Authority / by mail /by email

33 Stadiou Street, PC 10559, Athens/ [info@ras-el.gr](mailto:info@ras-el.gr)