

Secretariat report

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Policy issues for consideration

1 Purpose of report

- 1.1. To provide details of policy issues for consideration by the Committee which have arisen from recent cases dealt with by the London TravelWatch Casework team.

2 Information

- 2.1. Details of cases to be considered at this meeting are attached at Annexes A, B and C.

3 Recommendations

- 3.1. Annex A – First Class travel

That members consider the various issues that arise from the provision of First Class accommodation by some TOCs, and to agree to ask that they are

- (i) consistent in their approach to policing First Class – i.e. to remove passengers without a valid ticket from First Class to allow genuine ticket holders to sit.
- (ii) sympathetic to those passengers who find themselves in genuine need of a seat.
- (iii) ready to provide a more passenger-friendly way to claim for non-provision of First Class accommodation.

- 3.2. Annex B – Information relating to which company is providing train tickets

That members consider the issue of the failure of train company websites to adequately advise passengers that they are buying their tickets from a third party, and that insufficient advice is given to passengers as to claim refunds or resolve difficulties.

- 3.3. Annex C – Suitability of compensation arrangements for major disruptions

That members consider whether the Committee should be seeking a consistent approach to compensation (over and above the usual Charter compensation schemes) from all London's transport companies – particularly rail; and whether it wishes to tackle London Midland about its attitude towards compensation for passengers who buy their annual seasons at the very end of the year.

4 Equalities and inclusion implications

- 4.1. No specific issues regarding equalities and inclusion arise from this report.

5 Legal powers and financial implications

- 5.1. Section 248 of the Greater London Authority Act 1999 places upon London TravelWatch (as the London Transport Users Committee) a duty to consider – and, where it appears to it to be desirable, to make representations with respect to – any matter affecting the services and facilities provided by Transport for London which relate to transport (other than freight) and which have been the subject of representations made to it by or on behalf of users of those services and facilities. Section 252A of the same Act (as amended by Schedule 6 of the Railways Act 2005) places a similar duty upon it in respect of representations received from users or potential users of railway passenger services provided wholly or partly within the London railway area.
- 5.2. No specific financial implications arise from this report.

Annex A

First Class travel

Over the years London TravelWatch and its predecessors have received complaints from passengers about several different train companies' policies on First Class accommodation. This report stems from a recent case that involves the Southeastern service Victoria to Ashford.

Availability

The complainant (Mr S of West Malling) buys an Annual First Class Season ticket and travels regularly on the 17.58 Victoria to Ashford, which, since 1 January 2009, has been reduced from 6 to 4 coaches. This has meant that he has been unable to get a seat, yet the reason he pays £4,500 for a First Class ticket is that he has a disability which means he cannot stand for any period. He has tried other trains around this time, but with no better result.

SER's answer was to say that he should contact the conductor to get a 'chit' to claim a refund if there was no First Class accommodation provided, but if it was merely that there were no seats available, then no refund was due. He couldn't reserve his seat.

Clearly, this did not answer Mr S's concerns, since the trains are so crowded that the conductor cannot move through it, and his casework officer is still pursuing his concerns with SER. But this problem is not confined to Mr S.

Policing

Another issue involving First Class accommodation is the policing of it. In the past, this has been taken up at the highest level within the TOCs concerned (including SER and FCC), following complaints from First Class Season Tickets holders who cannot get a seat because the accommodation is being used by passengers with Standard Class tickets, or even no ticket. They complain that there is either no policing by RPIs or conductors, or else they merely charge the passenger the up-grade or sell them a ticket, and they don't tell them to move or give up their seat, thus leaving the genuine First Class passengers standing.

However, we also get complaints from passengers who find themselves in First Class inadvertently, or because they feel ill, or have a disability and must sit down. These passengers do get challenged by on-board train staff, and find themselves issued with an excess or Penalty Fare or removed from First Class. Reasons given for being in First Class include:

- a) not being aware that the accommodation is First Class – because the notices were not readily apparent, or there was no obvious delineation between the two classes;
- b) standing in the First Class vestibule, whilst seats were left vacant;
- c) sitting in First Class, where there were empty seats, because Standard was full;
- d) feeling ill, or having a disability that required a seat, none being available elsewhere.

We have had complaints from passengers who have sought assistance from on-board staff, when finding themselves in medical need of a seat, but who have been refused permission to sit in First Class even though there were empty seats. We have also had complaints from First Class passengers when First Class has been declassified due to overcrowding.

The Casework Team have great difficulty resolving these complaints, since we support the policing of First Class accommodation – if the TOC insists on providing it – yet we may be sympathetic to the passenger who needed to sit down, additionally, we have no grounds under the rules to ask that a Penalty Fare or excess fare be waived in these circumstances.

The Policy team is considering a more extensive research project into the usage and functionality of First Class, which would cover much of the concerns raised in this case.

Recommendation

That members consider the various issues that arise from the provision of First Class accommodation by some TOCs, and to agree to ask that they are

- (i) consistent in their approach to policing First Class – i.e. to remove passengers without a valid ticket from First Class to allow genuine ticket holders to sit.
- (ii) sympathetic to those passengers who find themselves in genuine need of a seat.
- (iii) ready to provide a more passenger-friendly way to claim for non-provision of First Class accommodation.

Annex B

Information relating to which company is providing train tickets

This report arises from a complaint from Mr H, who had ordered his annual season ticket on-line on 1 January from First Capital Connect (FCC). The FCC website encourages passengers to buy their tickets on-line to save “hassle” and avoid queues, so he made use of this facility.

He had paid an extra £5 for the ticket to be sent by special delivery as he needed it for use on 7 January, but, unfortunately, it did not arrive. Mr H emailed FCC Customer Relations to chase up his ticket, and was referred to the Trainline, whom he also chased unsuccessfully. So, being without his season ticket, and not knowing how long it would be until he received it, he had to buy daily tickets and claim the money back. He considered that he should not have to do this, since he had done what was required to order his ticket and had been advised that his on-line application had been successful.

At his request we took up his complaint with FCC, who responded by saying that, whilst they offered a booking service for their customers’ convenience, the service was provided by the Trainline, and so they were not responsible for any tickets bought through their website or any information provided by another company through it. They copied the terms and conditions on the website.

This was conveyed to Mr H, together with the Casework Officer’s undertaking to go back to FCC, who replied that

if FCC really want to hold this line, there should be a clear message that one is leaving their website. Also they should not show the order details and the order number on their website. By doing so they are clearly taking part in the whole ordering and selling process.

As a result of the re-referral, FCC took up the case with their marketing department, and eventually agreed to credit Mr H with £103, which was the cost of the tickets bought in the interim (the ticket was not posted to him until 13 January) plus £20 in compensation. Thus, this aspect of the case has been resolved satisfactorily.

Nevertheless, FCC were still very reluctant to accept that they had any responsibility for tickets bought through their website, albeit the Trainline was the actual ticket seller.

As the Casework Officer was unhappy with FCC’s intransigence over their responsibilities in this issue, he had consulted the Chair of the Casework Committee, who considered that he should continue to press them on it. Her concerns included the fact that the passenger making their ticket request was not made aware that they were not dealing with FCC, but with another independent company.

At her request we checked another train company's site to see if they advised the passenger that they were leaving their site to go to the Trainline's, and found that there was nothing to advise them either that Trainline were acting as the company's agents or that they were purchasing tickets from a separate company. As this appears to be a widespread issue, we consider that the Committee should consider the principles that Mr H's case had highlighted.

Recommendation

That members consider the issue of the failure of train company websites to adequately advise passengers that they are buying their tickets from a third party, and that insufficient advice is given to passengers as to claim refunds or resolve difficulties.

Annex C

Suitability of compensation arrangements for major disruptions

This report arises from of a complaint by Mr T, who buys his annual season ticket at the very end of year, prior to the annual fare increase on the first working day in January. As a result, he considered that London Midland's offer of a 3-day extension to annual season tickets was not a suitable form of compensation. The extension was being awarded as compensation for the disruption to London Midland services into Euston since the introduction of the December timetable.

If Mr T were to accept the three days extension, in his case it would not only cover a weekend (and so be less useful than having extra weekdays), but would also take him into the next fare year, and thus potentially cost him a great deal more for his ticket. The alternative was to lose out on the compensation that other passengers, who renewed earlier in the year, were able to accept without penalty.

London Midland would not consider deducting the cost of the three days travel from Mr T's next ticket, or offering him any other form of compensation. As Mr T pointed out when he approached us, this problem did not involve just him, but potentially many hundreds of other season ticket holders, since the end of the year was a very popular time for renewing annual season tickets.

With regard to the February disruptions and service failures due to the heavy snow, one company, Southeastern, was offering a cash refund for the Monday, when no services at all ran, but not for the Tuesday, as they had operated some services. It is understood that another train company is offering a cash refund for both days. On the other hand, Transport for London was declining to offer any compensation for the 'snow days', even if no or few services were being operated. Thus, some weekly ticket holders had paid for travel even though they had not been able to on all days.

While compensation for delays is established in franchises or passenger charters (and, in future, may be enshrined in law), there appears to be no consistency in the amount or form of compensation being offered by different transport companies for disruption above and beyond the everyday problems encountered by passengers.

Prior to the introduction of Delay Repay schemes, operators such as Thameslink used to declare void days where services were severely disrupted. These were advertised at stations and claims were paid to ticket holders through ticket offices.

Recommendation

Members are asked to consider whether the Committee should be seeking a consistent approach to compensation (over and above the usual Charter compensation schemes) from all London's transport companies – particularly rail; and whether it wishes to tackle London Midland about its attitude towards compensation for passengers who buy their annual seasons at the very end of the year.