

*Dear Visitor,*

*Every year, Brazil is visited by many foreigners, whether on business or for tourism. This Foreign Consumer Guide has the objective of giving orientation as to these visitor's rights and responsibilities in their consumption of goods and services in our country.*

*This guide is based on Law no. 8.078 of September 11, 1990, known as the Consumer Defense Code, a modern and effective juridical tool at the consumer's service.*

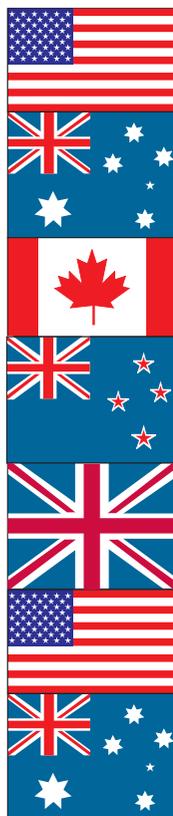
*Your interaction with the consumer defense organization based on the information provided in this guide, is of fundamental importance for the improvement of quality in the goods and services offered.*

*We wish that your stay in our country may bring you joy and result in your returning to our country soon. In the event that you should feel cheated, do not fail to express yourself about it. You will be helping us to offer you better services.*

*José Gregori  
Minister of Justice*



# FOREIGN CONSUMER GUIDE





# Contents

1. Introduction .....	65
2. Consumer Defense Code .....	67
3. National Consumer Defense System .....	68
Consumer Protection	
Hygiene Surveillance	
Animal and Plant Product Surveillance	
Metrology, Standardization and Quality	
Safety and Justice	
Environmental Issues	
Private Entities	
4. Compensation for Damages .....	70
Claims and Disputes	
Supplier's Liability	
Courses of Action Available to Consumers	
Deadlines	
Right to Cancellation	
5. How and Where to Complain .....	73
Contact the supplier	
Appeal to a consumer protection organization	
How to complain	
6. Access to Justice .....	76
7. Lodging, Catering and Transportation Services .....	77
Current Regulations	
Hotels	
Restaurants	
Transportation	
Services .....	87
1. List of Consumer Defense Organizations	
2. National Legal Metrology Network	
3. List of Tourism Organizations	
4. Consumer Associations	



# 1. Introduction

**T**his guide was prepared and distributed by the Brazilian Government as part of its current Brazilian Quality and Productivity Program (PBQP).

One of the strategic projects included in the PBQP is the *Consumer and End-User Education and Awareness Raising* project which aims at «providing consumers and end-users with the knowledge and tools required for informed decision-making as far as goods and services are concerned, making them aware of their rights and responsibilities, and establishing communication channels between citizens in general and public services providers».

This project has been developed by a committee of both public and private entities involved in consumer education under the supervision of the *Brazilian Institute for Metrology, Standardization and Industrial Quality (INMETRO)*. This committee is in charge of putting in place a series of actions, including the preparation of this guide, as part of the continuous endeavor to improve Brazil's reputation abroad.

The main aim of the *Foreign Consumer Guide* is to provide guidance to foreign consumers, who happen to be in Brazil for a certain period of time, on their rights and responsibilities as far as consumer relations are concerned, always —, pursuant to legal regulations applicable.

The main emphasis of this guide is to present the *Consumer Defense Code*, especially with respect to basic rights. The Brazilian Consumer Defense System and compensation for damages are also discussed. Enclosed is a transcription of the current laws applicable to goods and services normally purchased by foreigner consumers while in Brazil, like lodging and transportation. A list of addresses of all members of the Brazilian Consumer Defense System is available towards the end of this publication.

The *Foreign Consumer Guide* will be used by service providers and consumer defense and guidance organizations, and will be available for consultation by users at airports, hotels, bus and train stations, travel agencies, embassies and consulates.

The interaction between foreign consumers and consumer defense organizations based on the information provided in this guide is of fundamental importance. Consumers should look for assistance whenever they are unsatisfied. This will ensure both that their rights are not violated and that a contribution is made towards the improvement of the quality of goods and services provided in the Brazilian market.

This is the third edition. Future editions will be updated and modified according to legal regulations applicable, mistakes will be corrected and new instructions introduced. Therefore, it is important to establish a constant flow of information between users and the organizations in charge of this publication. Criticisms or suggestions should be addressed to:

## PROCON PARANÁ

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## 2. Consumer Defense Code

**T**he Brazilian Constitution provides that it is the State's duty to ensure consumer defense. As a consequence, *Law 8.078/90 — Consumer Defense Code* — was enacted in March 1991 to govern consumer protection, among other issues. The Code recognizes that consumers are extremely vulnerable under market conditions and tries to ensure that the government will protect consumers effectively.

Two relevant points on consumer protection and defense are included in the Guide. First, consumer defense is systematized to allow for proper and expeditious compensation by competent organizations. Second, the Code acts preventively by providing consumers with the necessary guidance and information so that they may be adequately protected.

The Consumer Defense Code (CDC) provides a list of basic rights. Some other potentially problematic areas are also described in the Code.

According to Article 6, consumers are entitled to:

- life and health protection;
- consumer education;
- choice of goods and services;
- information;
- protection against misleading or abusive advertisements;
- contractual guarantees;
- compensation;
- access to justice;
- facilitated defense of their rights;
- good quality public services.

Among the objectives of the National Policy for Consumer Relations in Brazil, Article 4 of the Code, providing for the protection of consumers' health.

## 3. National Consumer Defense System

**T**he Consumer Protection and Defense Authority (DPDC), a division of the Ministry of Justice, is in charge of coordinating the national consumer protection policies all over the country. These policies are enforced by a number of public entities, at federal, state or local level, which supervise and control the production, distribution and advertising of goods and services, with the assistance of private consumer associations. All these organizations are members of the National Consumer Defense System (SNDC). Below is a list of SNDC's main attributions and responsibilities:

### CONSUMER PROTECTION

Providing guidance to consumers and analyzing their inquiries, complaints, and suggestions, are attributions of the DPDC at federal level and of the PROCONS and similar organizations at the state and local level.

### HYGIENE SURVEILLANCE

This activity is coordinated by the Ministry of Health through its federal, state and local divisions whose main attribution is the surveillance of hospitals, clinics, drugstores and pharmacies. These same agencies also supervise the production and commercialization of food and pharmaceuticals.

### ANIMAL AND PLANT PRODUCT SURVEILLANCE

This activity is coordinated by the Ministry of Agriculture whose main attribution, in this respect, is the surveillance of the quality of beverage and vinegarlike products, animal products, and produce in general. The State Secretariats of Agriculture are in charge of supervising the quality, storage, distribution, packaging, production and commercialization of

both plant and animal products. Additionally, they control the use of pesticides.

## **METROLOGY, STANDARDIZATION AND QUALITY**

The Brazilian Institute for Metrology, Standardization and Quality (INMETRO) is the central executive office of the National Metrology, Standardization and Industrial Quality System whose attribution is to enforce standardization, certification, and legal, scientific and industrial metrology policies.

At state level, the INMETRO delegates responsibilities to the Weight and Measurement Institutes which work with the calibration of measurement instruments and surveillance of premeasured products, textiles, products subject to compulsory certification and vehicles used in the transportation of hazardous materials.

## **SAFETY AND JUSTICE**

Apart from regular legal services, consumers can also count on special courts with competence to settle disputes over ownership rights, provided that the compensation claimed does not exceed 40 minimum wages. In the case of amounts below 20 minimum wages, the assistance of a lawyer is not required.

The Public Prosecution Offices linked to the Office of the Public Interest Attorney are responsible for ensuring the compliance with consumer protection regulations. These institutions act at the level of community issues involving social interests.

There are specialized police departments in many states that fight crimes against consumers.

There are specialized police departments in some states that provide assistance to foreigners.

## ENVIRONMENTAL ISSUES

The Ministry for Environment is in charge of promoting sustainable development. The state and local secretariats for environmental issues work with production surveillance, as well as with programs concerning the disposal of solid waste and selective garbage collection, among others.

## PRIVATE ENTITIES

Consumer associations, which are also members of the SNDC, are the most advanced form of consumer rights promotion. There are many consumer associations in Brazil.

# 4. Compensation for Damages

## COMPLAINTS AND DISPUTES

**C**onsumer rights resulting from either contractual provisions or legal regulations applicable are challenged when suppliers do not perform their obligations.

Referring a complaint to the supplier or to public or private entities, or taking a case to court are courses of action available to consumers to settle disputes and protect their rights.

## SUPPLIER'S LIABILITY

The Consumer Defense Code (CDC) distinguishes between two types of liability: on the one hand are defective quality or inaccurate quantity of goods or services; and on the other the damage caused to consumers, the so-called consumer accidents.

Suppliers of products and services are joint and severally liable for defective quality or inaccurate quantity of goods or services, and for any eventual damage caused to consumers.

### ***Defective quality or inaccurate quantity***

Consumers can refer their claims to any of the members of the supply chain listed below whenever a product is defective or its quantity is not accurate:

- seller;
- manufacturer or producer;
- builder;
- importer.

### ***Consumer accidents***

Article 12 of the CDC provides that suppliers of goods or services are liable for injuries to consumers or for risks to their safety. These injuries or risks caused by faulty products or services are known as consumer accidents.

Regardless of malice, the supplier is in these cases liable for all damage caused to the consumer by the product or service supplied, or by the lack of sufficient and effective information on how to use the product or service and associated risks.

The following will be liable whenever a product or service is the cause of an accident:

- manufacturer or producer;
- constructor;
- importer;
- service provider.

The seller will become liable, if it is impossible to identify the manufacturer, producer, builder or importer.

## **COURSES OF ACTION AVAILABLE TO THE CONSUMER**

According to Article 20 of the CDC, if a service is unsatisfactory, the consumer is entitled to:

- request that the service is provided again at no additional cost;
- get a discount; or
- a refund of the total amount paid for the service plus any indexation applicable.

Whenever a product is defective, the supplier must remedy the defect within thirty days. If, even then, the defect persists or recurs, consumers may, at their sole discretion and according to Article 18 of the CDC choose to:

- exchange the product; or
- get a discount; or
- get a refund of the total amount paid for the service plus any indexation applicable.

According to Article 19 of the CDC, if the quantity of a product is inaccurate, the consumer may choose to:

- exchange the product; or
- get a discount; or
- demand an additional quantity of the product to match the information on the label or the quantity originally requested by the consumer; or
- get a refund of the total amount paid for the service plus any indexation applicable.

## **DEADLINES**

According to Article 26 of the CDC, the deadlines for consumers to make complaints concerning easily identifiable defects in products or services are as follows:

- 30 (*thirty*) days for non-durable goods or services;
- 90 (*ninety*) days for durable goods or services.

The computation of these deadlines starts when the product is received or the service completed.

If defects are neither evident, nor easily identifiable, the computation of the deadlines above starts when the defect is detected.

## RIGHT TO CANCELLATION

The Consumer Defense Code provides for the consumer's *right to cancellation*. This right may be exercised when a product is purchased or a service contracted outside a business address, i.e. telephone or mail ordering, and door-to-door sales among others.

According to Article 49 of the CDC, the consumer has the right to withdraw from the agreement to purchase a product or service *within seven days* from the date when the respective contract was executed or the product or service was delivered.

If consumers change their minds as described above, they are entitled to return the product or cancel the service and receive a refund for the amount paid plus any indexation applicable.

## 5. How and Where to Complain

**B**efore seeking the help of a public organization, *try to solve your problem directly with the supplier of the product or service, stating your claims very clearly.*

Whenever possible, make your complaint personally or in writing and keep some documentary evidence with you, i.e. file stamped receipt,

complaint code, etc. Always make a note of the name and position of the person to whom the complaint was submitted.

Many companies already offer *Consumer Serviços* (SAC) to receive complains. The relevant telephone number is normally found on the labels of products.

Provide documents — invoice, purchase order, warranty certificate, contract, payment receipt — together with any other information which may be relevant to solve the problem. Immediate steps must be taken, if the complaint refers to an essential product or service or poses a risk to the consumers' health or safety.

## **APPEL TO A CONSUMER PROTECTION ORGANIZATION**

If a satisfactory solution is not reached, consumers may seek redress with a public consumer protection organization; usually the *PROCON*, at any of the capital cities or several municipalities. These organizations deal with administrative affairs and try to settle disputes over goods or services by helping consumers and suppliers to reach an agreement.

If you make your complaint to any of these public organizations, make sure that you are properly informed about their administrative processes and deadlines. Deadlines may vary depending on their internal structure, administrative processes adopted, and level of complexity of the dispute in question. If the proceedings are likely to take longer than your stay in the country, check whether the administrative processes may be expedited. If not, check which steps must be taken to ensure the continuity of your process.

Not all organizations are prepared to offer bilingual assistance, so it may be necessary to hire an interpreter.

Public consumer protection organizations provide assistance with reference to consumer disputes in the following areas:

### **Food**

- lack of cleanliness;

- expired or stale products, absence of «good before» markings, missing registrations or composition;
- matched sales (sales of one product only in combination with another);
- failure to deliver goods or provide a receipt;
- packaging problems;
- fraud referring to weight, quantity or volume.

### **Health**

- unsatisfactory assistance;
- health insurance services;
- bad services or missing products at drugstores or pharmacies;
- pharmaceuticals.

### **Products**

- poor quality or unsafe products;
- delivery problems;
- shortage of spare parts;
- packaging problems;
- inaccurate instructions for use;
- misleading advertisement or sales.

### **Services**

- problems in the quality of and payment for services;
- misleading advertising;
- refusal to provide a receipt for payments made.

### **Housing**

- problems with residential rental contracts, and sales of land, buildings and construction.

### **Financial issues**

- problems with credit cards, financing, banks, prizes, buyers' clubs.

## HOW TO APPEAL

- these organizations normally provide telephone instructions. Consumers must appear personally (see addresses on page 87) to file a complaints.
- Say your name. Anonymous complaints are disregarded;
- have available all the relevant information which may be required in your case, i.e. supplier's name, address and telephone number, receipt, purchase order, contract, and details about the goods or services to which the complaint refers;
- keep the originals of all the documents concerning the product or service in question.

## 6. Access to Justice

**A**ccording to Article 81 of the CDC, a case may be taken to court either by an individual, or a group of individuals, if all suffered the same damage.

In case of group damage, consumer protection organizations, the Office of the Public Interest Attorney, or the consumer associations may start a legal action in their own name to defend the victims of the damage.

In case of individual damage, consumers should look for free legal aid, if they cannot afford to pay or, alternatively, hire a lawyer at their own discretion.

If the compensation for the damage does not exceed 40 minimum wages, consumer's may seek redress at the Small Claims Court. Otherwise, they should appeal through the regular legal channels.

The Consumer Defense Code provides for many ways to facilitate consumers' defense and ensure that their rights are observed in the legal courts. One possibility is the inversion of the burden of proof according to Article 6, item VIII, and Article 38 of the Consumer Defense Code.

### **What does *inversion of the burden of proof* mean?**

Normally, the burden of proof is on the person who starts a legal action. As the legal action proceeds, this person will always be required to provide evidence of the damage caused. This may include documents, photographs, witnesses, etc.

According to the Consumer Defense Code, this obligation may be reverted at the Judge's discretion. This means that the burden of proof will be on the supplier of the product or provider of the service which is the object of the legal action, not on the person who started the action.

## **7. Lodging, Catering and Transportation Services**

### **CURRENT REGULATIONS**

**T**his chapter contains a summary of the regulations applicable to services most frequently used by foreigners in Brazil. Some common practices observed in Brazil with reference to these services are mentioned and some recommendations are made as an attempt to improve consumer relations.

### **HOTELS**

Services provided by hotels and guest houses, travel agencies, transportation companies, organizers of congresses or other events, and tour guides are subject to regulations and to surveillance by the Brazilian Tourism Institute (EMBRATUR) which is prepared to provide assistance relating to these issues through state tourism entities (see addresses on page 96).

### **Tariffs**

Hotel tariffs with clear mention to check-in and check-out times for each 24-hour period must be published at the lobby of hotels, guest

houses and similar establishments.  
(CDC, Article 6, item III, and Article 31)

Hotels and similar establishments must keep a list of all prices of products sold and services offered, the in-room fridge included, in every room, apartment or suite.  
(CDC, Article 6, item III, and Article 31)

### **Cancellation of reservations**

If you appear at your hotel on the date for which your reservation was made in advance and the conditions offered are not met, or if the facilities are inadequate, you may demand that the initial offer is respected, accept an equivalent service or product, or cancel your reservation without prejudice to your right to receive a refund plus compensation.  
(CDC, Article 35, items I, II and III)

If, for any reason, you will not be able to appear at your hotel on the prebooked date, it is advisable to cancel your reservation as early as possible, because it is a practice at many hotels to charge a fine in these cases.

### **Lost or damaged baggage**

The hotel is liable for the loss in these cases, but you should be able to prove that your baggage was at the hotel, either through witnesses or producing some written evidence. Money, jewelry and other valuables must be kept at the hotel safe, and the respective receipt should be duly filled-in. If the hotel is robbed and your belongings stolen, you should file a complaint at the police office.  
(CDC, Article 14)

### **Liability**

The hotel, guest house or similar establishment, even if not officially filed as a business under these categories, is liable for all material or

moral damage suffered by consumers inside their premises as a result of lack of proper maintenance or maladministration. In these cases, compensation includes medical expenses, hospital fees and burial costs, if the case may be.

*(CDC, Article 6, item I, and Article 14)*

## RESTAURANTS

### Menu

Bars, restaurants and snack bars, hotels — and other food handlers should mention on the menu, apart from all goods and services offered, their prices and all eventual incidentals consumers may be charged for (hors d'oeuvres, cover charge, tips, etc). The menu should also state that the hors d'oeuvres is optional.

*(CDC, Article 6, item III, and Article 31)*

Food handlers are only allowed to collect cover charges, if they have a regular contract with musicians or other entertainers providing that, for every four hours of operation, there will be at least sixty minutes of either continuous or intermitente performances.

The price charged and days of performance must be clearly spelled out on the menu.

*(CDC, Article 6, item III, and Article 31)*

### Tips

It is common practice for some establishments to add 10% on top of the bill as a tip and this amount is normally paid by the consumer. There are no legal provisions allowing for this practice, so consumers may refuse to pay. In some cases, however, the business may argue that a provision is made for this charge in the respective Collective Labor Agreement. Even then, consumers may refuse to pay, because it is the owners' responsibility to comply with the agreement without passing this responsibility to any third party.

*(CDC, Article 51, item III)*

## TRANSPORTATION

### AIRLINES

In Brazil, the Civil Aviation Department (DAC) is in charge of regulations applicable to and surveillance of airlines as provided in the Brazilian Aeronautical Code — Law 7.565 of 19 December 1986.

The DAC receives complaints and suggestions made by airline users through forms available at the Civil Aviation Sections (SACs) at any airport.

#### **Check-in time**

In order to avoid problems, passengers should check-in at the airport 30 minutes before the scheduled departure of domestic flights, or one hour before international flights. Allow one extra hour to check-in during the peak season.

*(Directive 957/89 — GM, Article 89, a, b)*

#### **Reconfirmation**

Passengers are advised to reconfirm reservations (which can be done by telephone) for their return trip at least 72 hours before their scheduled departure, or immediately upon arrival if their stay is planned for less than 72 hours. Make a note of your reservation code and the attendant's name. Otherwise, your reservation may be cancelled and a passenger on the waiting list may take your seat.

#### **Overbooking**

Overbooking is a practice usually adopted by airlines all over the world when they book more passengers than the number of seats available on an airplane. When passengers with confirmed reservations appear for check-in punctually, but are unable to board, they are suffering the consequences of overbooking.

In this case, the carrier is obliged to include the passenger in the first flight scheduled to leave for the same destination, flying the same

or any other airline, within four hours at most. The carrier will bear all meal, transportation and communications costs incurred by the passenger in this respect. If passengers are forced to stay overnight at any place other than their place of residence, the carrier must pay for accommodation costs as well. Passenger may choose, at their own discretion, to have their tickets endorsed or refunded. (CDC, Article 6, item IV, and Articles 20 and 35; Law 7.565/86, Article 302, item III, line p, and Directive 957/89 — GM, Article 11)

The consumer has the right for a compensation paid by the company. Route extension and number of hours for passenger reaccommodation will define its value.

## **Delays**

Flight interruptions or delays at any stopover for longer than four hours, regardless of the reason, shall entitle passengers to either a ticket endorsement or an immediate refund of the amount paid for the ticket, depending on payment conditions. In these cases, all costs incurred by the consumer with accommodation, meals and transportation, as a result of said interruption or delay, will be paid by the carrier. (CDC, Article 6, item IV, Articles 20 and 35; Law 7.565/86, Articles 230 and 231; Directive 957/89 — GM, Articles 12 and 18)

## **Lost tickets**

Passengers should report missing tickets to the issuing airline, file a report on the loss, and request that a second copy is issued.

If the ticket is mutilated in any way, the airline must replace it for another with the same expiry date.

## **Baggage allowance**

Passengers are entitled to carry 30 kilos if travelling first class, and 20 kilos in the other classes. The same applies to children aged up to 12 who pay only 50% of the normal fare. If this limit is exceeded, the carrier is entitled to charge 1% of the basic tariff per kilo, and

fractions thereof exceeding half a kilo may be rounded upward. Regional airlines may charge 1% or 2% per excess kilo of baggage depending on the type of airplane. Passengers may choose to pay for the excess baggage at the airport of departure or destination, if the latter is their place of residence.

*(Directive 957/89 — GM, Article 24, para. 1)*

Contact the carrier's officers and file a complaint, if any baggage or belonging is missing upon arrival. To this end, you must present your baggage check (normally a sticker on your ticket) and fill in the relevant form. Although legal provisions applicable provide for 90 (ninety) days for this type of complaint to be made, it is advisable to check with the carrier's officers about deadlines for investigating the missing item and paying the respective compensation, if the case may be.

*(CDC, Article 6, item VI, Article 20, item II, and Article 26, item II)*

Apart from compensation for all material damage, Brazilian laws also provide for compensation for moral damage resulting from the loss of or damage to belongings with some sort of sentimental value. Compensations may also refer to personal injuries. In these cases, the CDC prevails once again and the supplier of the service in question must fully compensate the passenger for the relevant damages.

*(CDC, Article 6, item VI, and Article 14)*

For your guarantee, you may declare all valuables or goods in your baggage. In these cases, the airline must compensate the passenger for the actual costs. This amount may be higher than the US\$20.00/kilo limit stipulated at the Warsaw Convention. If you appeal through

the legal channels and provide evidence of the moral damage suffered or of the damage caused to your property, you may get higher compensation than set forth at the Warsaw Convention. Whenever a baggage declaration is filled-in, the passenger is subject to paying an additional tax upon dispatch fixed according to DAC regulations.

*(CDC, Article 6, item VI, and Article 14; Directive 957/89 — GM, Article 23, para. 1 and 2)*

In case of damage, you should collect your baggage from the carousel and notify any irregularity to the carrier. A three-copy report will be filed and one of the counterparts kept with the passenger. The carrier will investigate the matter and will be liable for the payment of compensation or repair according to legal regulations applicable. (CDC, Article 20; Law 7.565/86; Articles 260)

### **Liability**

In case of accident during the flight or while getting on or off the plane, the carrier will be liable for all personal injuries suffered by passengers (including those travelling free of charge), unless the injury is caused by consumers themselves or is due to their physical condition (e.g. a sudden heart attack under normal circumstances).

(CDC, Article 6, item I, and Article 14; Law 7.565/86, Article 256)

## **ROAD TRANSPORTATION OF PASSENGERS**

In Brazil, the National Highway Authority (DNER) is in charge of inspecting both interstate and international road transportation services offered to passengers.

Within each state, the State Highway Authority (DER) is in charge of inspecting road transportation services offered to passengers between municipalities within the state.

### **Cancellation of trip**

Passengers are entitled to cancel a trip and the carrier will return their money or schedule the journey for some other date and time, provided that they notify the fact to the carrier at least 3 hours before the scheduled departure time.

(MT, Complementary Norm 7/98, Article 8)

### **Baggage allowance**

At the interstate and international journeys, passengers may carry baggage both in the baggage compartment and on the baggage rack inside

the bus at no additional charge, provided that weight limits are observed, i.e. two volumes of up to thirty kilos each in the baggage compartment and five kilos in the baggage rack inside the bus. The latter must be in sizes compatible with the comfort and safety of passengers. *(Decree 952/93, Article 65, items I and II)*

If the limits above are exceeded, passengers must pay up to 0.5% (naught five percent) of the corresponding fare per excess kilo. *(Decree 952/93, Article 65, sole paragraph)*

Passengers must notify the carrier at the end of the journey whenever a baggage item is missing or damaged. The company will compensate the passenger within 30 days, provided that the passenger produces the baggage check. This compensation will be in accordance with the damage suffered by the passenger, not in accordance with any previously established limit.

*(CDC, Article 6, item VI, and Article 20, items II and III; Decree 952/93, Article 69, para. 1 and 2)*

## **Overbooking on buses**

If you are travelling by bus and bought you ticket in advance for a numbered seat, but are unable to board, you may request the carrier to provide you with alternative transportation. If a proper solution is not reached, the passenger is entitled to taking legal action to get compensation from the seller of the ticket on grounds of moral damage. *(CDC, Article 6, item VI, and Article 20, item II)*

## **Liability**

Bus companies are liable for providing prompt and adequate assistance to passengers in case of an accident.

*(CDC, Article 14; Decree 952/93, Article 32, item XV)*

If compensation is sought, it is advisable to attach a copy of the corresponding Complaint Report. According to the DNER, bus companies must have coverage against civil liability and must advise passengers to make an optional insurance to cover personal

accidents. The optional insurance supplements the compulsory insurance without releasing the supplier from fully compensating passengers for damage affecting their health (medical expenses) or property, or for moral damage.

(CDC, Article 6, item VI, Articles 14 and 20; Decree 952/93, Article 24, item XV)

## **CAR RENTAL**

Anytime you wish to rent a car for travelling in Brazil, make sure previously if you have the credit card requested as a guarantee by the rental company.

When renting a car do not sign any blank invoice, bill or receipt. If the company demands so, rent car and report the fact immediately to a consumer defense organization.

Extra expenses — optional insurance, taxes and fuel — should be paid at the place where you return the car. This payment is in cash, traveller's check or international credit card.

Rental companies usually ask for a full gas tank when returning the car. Reserve in advance the car you want. Inform the rental company about the car type, model, year and equipment of your preference. Check the car carefully when you receive it and if you notice any defect ask for a change.

If during the journey the car or any equipment is stolen, inform the rental company. In case of mechanical problems, contact the company and ask for a substitution.

## **TAXI**

Taxi services are subject to regulations published by the municipalities which provide concessions for the operation of this type of service.

The National Traffic Council (CONTRAN) demands that all vehicles comply with safety standards and have all proper documentation in place.

In all municipalities with over 100,000 inhabitants, a taximeter must be installed to measure the distance traveled. The fare to be paid cannot be fixed in advance.

Municipalities are in charge of supervising these services. State Institutes of Weight and Measures are in charge of inspecting and calibrating the taximeters.