

## AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

- Journalnummer:** 23-0263
- Klageren:** XX  
2770 Kastrup
- Indklagede:** Metroselskabet I/S v/Metro Service A/S  
**CVR-nummer:** 21 26 38 34
- Klagen vedrører:** Kontrolafgift på 750 kr. grundet manglende check ind på Rejsekort Pendler, hvorved en ny pendlerperiode ikke blev aktiveret, samt 2 rykkergebyrer à 100 kr., i alt 950 kr.
- Parternes krav:** Klageren ønsker, at ankenævnet annullerer eller nedsætter kontrolafgiften og rykkergebyrerne, og gør gældende, at der blev begået fejl fra Rejsekorts side, som bevirkede, at han ikke fik fornyet pendlerkortet
- Indklagede fastholder kontrolafgiften
- Ankenævnets sammensætning:** Nævnensformand, dommer Lone Bach Nielsen  
Gry Midttun  
Torben Steenberg  
Helle Berg Johansen  
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 7. februar 2024 truffet følgende

### **AFGØRELSE:**

Metroselskabet I/S v/Metro Service A/S er berettiget til at opretholde kravet om klagerens betaling af kontrolafgiften på 750 kr. og 2 rykkergebyrer à 100 kr., i alt 950 kr.

Klageren skal betale beløbet til Metroselskabet I/S v/Metro Service A/S, der sender betalingsoplysninger til klageren.

Da klageren ikke har fået medhold i klagen, tilbagebetales klagegebyret ikke, jf. ankenævnets vedtægter § 24, stk. 2, modsætningsvist.

- oOo -

Hver af parterne kan anlægge sag ved domstolene om de forhold, som klagen har vedrørt.

Klageren henvises til at søge yderligere oplysning om eventuel bistand i forbindelse med sagsanlæg fx på [www.domstol.dk](http://www.domstol.dk), [www.advokatnoeglen.dk](http://www.advokatnoeglen.dk) og /eller eget forsikringssselskab om eventuel forsikringsretshjælp.

## SAGENS OMSTÆNDIGHEDER:

Metro Service har oplyst, at der i foråret 2023 blev udsendt omkring 1.800 Rejsekort, som ikke kunne knyttes til en kundeprofil, og dermed kunne Rejsekort A/S ikke fakturere kunder, der havde modtaget disse såkaldte "ghostcards".

Klageren bestilte den 12. april 2023 et Rejsekort med periodekort i Rejsekorts selvbetjening og modtog et sådan ghostcard, hvilket han ikke vidste, at det var. Den 22. april 2023 checkede han Rejsekortet ind på Kastrup st. og igangsatte herved en 30-dages pendlerperiode med gyldighed indtil 21. maj 2023, men Rejsekort A/S kunne ikke fakturere klageren for perioden. Det fremgår af rejsehistorikken for dette Rejsekort, at klageren rejste på kortet frem til den 27. april 2023.

Ca. 10 dage efter at have modtaget ovennævnte Rejsekort (ghostcard) modtog klageren uden yderligere forklaring et nyt Rejsekort. Han kontaktede Rejsekort Kundecenter, som oplyste om problemet med det første Rejsekort, som de bad ham om at smide ud og derefter tage det nye Rejsekort i brug.

Den 28. april 2023 checkede klageren det nye Rejsekort ind på Kongens Nytorv st. og startede herved en 30-dages pendlerperiode på dette Rejsekort med gyldighed indtil 27. maj 2023.

Klageren betalte for pendlerperioden på sit nye Rejsekort, men ikke for den pendlerperiode, som han havde igangsat den 22. april 2023 på det første Rejsekort (ghostcard). Imidlertid var et beløb på 689,90 kr. blevet reserveret på klagerens konto, og klageren måtte foretage 4 telefonopkald til Rejsekort Kundecenter herom, før de den 12. maj 2023 bad Nets om at frigive beløbet. Ifølge klageren kunne han ikke disponere over beløbet på sin konto, før Nets havde frigivet dette.

Den 27. maj 2023 blev der sendt en påmindelses-sms om fornyelse af klagerens pendlerperiode til det telefonnummer, som klageren havde oplyst i sin kundeprofil hos Rejsekort A/S. Imidlertid havde klageren fået nyt telefonnummer, hvilket han ikke havde oplyst til Rejsekort A/S, og derfor modtog han ikke denne påmindelses-sms.

Klageren huskede ikke at forny sin pendlerperiode med et check ind på sit Rejsekort, og da der på klagerens rejse med Metroen om morgenen den 2. juni 2023 var kontrol af hans rejsehjemmel kl. 07:44:49 efter Metroen havde forladt Kastrup st., blev han pålagt en kontrolafgift på 750 kr. for at rejse på et udløbet periodekort. Det fremgår af rejsehistorikken, at klageren kort tid efter checkede Rejsekortet ind kl. 07:47:49 på Amager Strand st. og aktiverede en ny pendlerperiode.

Den 10. juni 2023 anmodede klageren Metro Service om at frafalde kontrolafgiften og anførte, at dette var hans første Rejsekort, og at det ikke havde været hans intention ikke at forny pendlerperioden, men det beroede på manglende opdatering af hans telefonnummer, samt forvirring omkring det modtagne ghostcard og fejlagtig dobbelttopkrævning af pendlerperiodens pris. Han forsikrede endvidere, at han i fremtiden ville sørge for fornyelse af pendlerperiode og opdatering af sin kundeprofil.

Metro Service fastholdt kontrolafgiften den 12. juni 2023 med henvisning til selvbetjeningssystemet og anførte, at afgiften var udstedt på korrekt grundlag, og at Metro Service var forpligtet til at behandle alle passagerer ens.

Klageren anmodede på ny Metro Service om at frafalde kontrolafgiften og henviste til de problemer og den forvirring, han havde oplevet omkring det første Rejsekort (ghostcard).

Metro Service fastholdt dog fortsat kontrolafgiften den 20. juni 2023 og anførte, at sagen vedrørende klagerens ghostcard var blevet løst ved hans henvendelse til Rejsekort Kundecenter den 28. april 2023, hvor han også havde taget det nye Rejsekort i brug, og sagen var blevet endelig lukket af Rejsekort Kundecenter den 11. maj 2023. Metro Service medsendte et nyt indbetalingskort til klageren, og angav betalingsfristen til 4. juli 2023.

Klageren skrev imidlertid igen til Metro Service og anførte, at Metro Service ikke tog stilling til de fejl, der var blevet begået, samt det forhold, at der fejlagtigt var blevet reserveret et beløb på hans konto, hvilket havde medført, at han ikke havde haft adgang til sine penge. Han anmodede derfor på ny Metro Service om at tage disse forhold i betragtning og anførte endvidere følgende:

”

I would appreciate that you refrain from repeating the information about how to pay the fine, it is clearly explained on the original fine itself- I find it provocative. If I chose to pay, I know what to do. Rather I wish you to see how unjust it is that you wish to punish a commuter in the same way as a 'regular' cheat, when again this all originated from a failure in your system, I can't stress this enough.

For a final time, I hope that you will accept that the confusion started entirely from your end and were I not issued a card for which your systems failed, (and been caused financial damage) I would have been clear on the start period, regardless that my phone number hadn't been updated to receive the renewal sms.

”

Metro Service fastholdt dog fortsat kontrolafgiften den 23. juni 2023 og anførte:

”

As stated in our earlier correspondence, we adhere to our claim as we maintain the inspection fee was issued on correct grounds.

I will refrain from sending you another payment form as per your request, but I must inform you that the reason for our doing so, is our obligation to renew and document the payment deadline with 14 days, every time a new inquiry is received on an inspection fee.

You have the option of appealing our decision to The Appeal Board for Bus, Train and Metro. For further information, please visit [www.abtm.dk](http://www.abtm.dk).

If we do not receive word from the Appeal Board that they have received a written inquiry from you by the time payment is due, our reminder procedure will begin.

The payment date of your inspection fee has not been changed by your third inquiry into the case, and the payment date on the latest forwarded payment form still applies.

We consider the case closed and will not be responding to any further inquiries.

”

Klageren skrev på ny til Metro Service og udbad sig svar vedrørende de synspunkter, som klageren allerede tidligere havde anført, men Metro Service besvarede ikke denne henvendelse fra klageren.

Den fulde korrespondance mellem klageren og Metro Service har været forelagt for ankenævnet.

Da klageren ikke betalte kontrolafgiften, sendte Metro Service den 17. juli 2023 en rykkerskrivelse til klageren og pålagde denne et rykkergebyr på 100 kr., hvorefter kravet udgjorde i alt 850 kr.

Kontrolafgiften forblev imidlertid ubetalt, og Metro Service sendte derfor den 7. august 2023 anden rykkerskrivelse til klageren og pålagde et rykkergebyr på 100 kr. Fordringen var herefter på i alt 950 kr.

Klageren indbragte sagen for ankenævnet den 15. august 2023.

### **SEKRETARIATETS BEHANDLING AF SAGEN:**

Sekretariatet har til brug for sagens fulde oplysning bedt Metro Service om at indhente korrespondancen mellem klageren og Rejsekort Kundecenter v/DSB.

Metro Service har fremsendt følgende fra Rejsekort Kundecenter v/DSB:

”

Det ser ikke ud til at vi specifikt har sendt noget til kunden i forbindelse med spøgelseskortet, så havde det også ligget i RESS, enten som en sag eller på parten.

Som jeg ser det har kunden selv bestilt et nyt Pendlerkort via CWS'en den 12. april, som han har modtaget og taget i brug den 28. april, hvor han har checket ind. Det er kortnummer [REDACTED]. Jeg tænker, at det er grunden til vi ikke har sendt information til kunden at han har et spøgelseskort. Kunden henvender sig også til os den 28. april, hvor han får besked på at smide spøgelseskortet ud og tage det nye i brug.

Denne periode ville så løbe frem til den 27. maj. Den 27. maj sendes en sms omkring fornyelse til telefonnummer [REDACTED]. Det kan jeg se er telefonnummeret, som kunden har haft ved oprettelse af ham som kunde. Jeg kan dog godt se at der er en sag – sagsnummer [REDACTED] hvor kunden henvender sig den 2. juni kl. 15.09 og bliver henvist til at skulle opdatere mobilnummer på CWS'en.

”

Sekretariatet har herefter bedt om flere oplysninger, se spørgsmål 1 – 4 herunder. Rejsekort Kundecenter v/DSB har indsat svar på sekretariatets spørgsmål med grøn skrift:

”

- 1) Rejsehistorikken for Rejsekort 3 [REDACTED] – herunder oplysning om klageren bestilte pendlerkort allerede til dette Rejsekort – Ja kunden bestilte en periode til dette kort/en fornyelseaftale, som der ifølge vores Økonomiafdeling ikke er krævet betaling for. Grunden er at dette spørgeskort ikke er knyttet til en profil, men der er reserveret et beløb, som kunden ønsker frigivet. Dette ser i sagsnummer [REDACTED]
- 2) Evt. log fra klagerens selvbetjening (eller andet), som kan klarlægge, om klageren selv bestilte Rejsekort [REDACTED] eller om denne bestilling som oplyst af klageren blev iværksat fra Rejsekorts side – På vedhæftede dokument "Tidslinje" kan I se at det er kunden som har bestilt kortet via sin Selvbetjening
- 3) logs vedrørende klagerens telefonopkald til Rejsekort Kundecenter og logs vedrørende klagerens sag om faktura og frigivelse af beløb i forbindelse med de ovennævnte Rejsekort, da klageren har lagt stor vægt på omstændighederne herom i sin klagesag – Al dokumentation er indsat i dokumentet "Tidslinje"
- 4) oplysning om, hvorledes klageren kunne have orienteret sig om udløbsdatoen for sin pendlerperiode på Rejsekort [REDACTED] når han ikke havde fået opdateret sin Rejsekortprofil med sit nye mobiltelefonnummer – Når kundens telefonnummer står på profilen på Selvbetjeningen vil man modtage en sms, som fortæller hvornår perioden udløber. Ellers skal man holde sig orienteret ved at lægge kortet i en Rejsekortautomat eller man kan checke udløbsdatoen på Selvbetjeningen.

"

Tidslinje og rejsehistorik har været forelagt for ankenævnet.

Klageren har haft følgende kommentarer til ovenstående:

" All I wish to reiterate is that by contracting myself to the pendlerkort, the intention is obviously to use the system in good faith.

I was distracted from the renewal because of what happened with the ghost card.

I accept that a fine should be imposed however I believe it entirely reasonable that the fine should only be a partial one. The oversight is not comparable to those who don't use a pendlerkort and intentionally try to get away without paying for the service.

There was absolutely zero intention to cheat the system and my usage of the metro before the pendlerkort was issued (on my regular rejsekort) as well as subsequent use of the pendlerkort since the fine reveals entirely that I use the system in good faith.

Furthermore, I am not requesting special treatment, but rather a fair and reasonable decision."

#### **ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:**

Klageren kunne ved kontrollen den 2. juni 2023 ikke forevise gyldig rejsehjemmel, fordi pendlerperioden på hans Rejsekort var udløbet den 27. maj 2023. Klageren havde ikke inden påstigning den 2. juni 2023 checket sit Rejsekort ind, og en ny pendlerperiode var dermed ikke blevet aktiveret.

Kontrolafgiften blev derfor pålagt med rette.

Det bemærkes, at klageren startede første pendlerperiode på 30 dage allerede den 22. april 2023, og selv om et beløb var reserveret på hans konto i en periode, betalte han ikke for de rejser, som han foretog indtil den 27. april 2023.



Endvidere måtte det efter ankenævnets opfattelse være klart for klageren, at han ved sit check ind den 28. april 2023 på det nye Rejsekort startede en ny 30-dages pendlerperiode, og at han derfor ikke kunne rejse efter den 27. maj 2023 uden at forny pendlerperioden med et check ind.

Det beroede på klagerens eget forhold, at han glemte at opdatere sit mobiltelefonnummer i sin kundeprofil, hvorved han ikke modtog den påmindelses-sms, som blev sendt automatisk fra rejsekortsystemet. Det var derfor fortsat klagerens eget ansvar at holde øje med, hvornår pendlerperioden udløb.

Efter kontrollen i Metroen checkede klageren ind på Amager Strand st., og herved aktiverede han en ny pendlerperiode, men da aktiveringen først skete kl. 07:47:49, var pendlerperioden ikke gyldig, da kontrollen fandt sted kl. 07:44:49.

Ankenævnet finder herefter, at der ikke har foreligget sådanne omstændigheder, at Metro Service skal fratage kontrolafgiften.

Det bemærkes, at pligten til at betale en kontrolafgift ikke er betinget af, om passageren bevidst har forsøgt at unddrage sig betaling for rejsen.

Ankenævnet bemærker afslutningsvist, at forløbet med Rejsekort A/S' udstedelse af ghostcard til klageren og at klageren endvidere måtte tåle at vente næsten 4 uger, før det reserverede beløb på hans konto blev frigivet, er kritisabelt.

Imidlertid finder ankenævnet, at ovenstående forhold er uden betydning i relation til klagerens manglende fornyelsen af sin pendlerperiode og den pålagte kontrolafgift.

#### *Vedrørende rykkergebyrerne:*

Metro Service skrev i sit svar til klageren den 23. juni 2023, at de ikke ville besvare yderligere henvendelser fra klageren og fastholdt den allerede fastsatte betalingsfrist den 4. juli 2023. De henviste endvidere klageren til at indbringe sagen for ankenævnet, hvis han fortsat var uenig med Metro Service.

Da klageren ikke betalte kontrolafgiften og ikke indbragte sagen for ankenævnet, var Metro Service i henhold til rentelovens bestemmelser herom berettiget til at pålægge et rykkergebyr på 100 kr. for hver af de to betalingspåmindelser, som de sendte til klageren.

## **RETSGRUNDLAG:**

Ifølge § 2, stk. 1, jf. § 3 nr. 3 i lovbekendtgørelse nr. 686 af 27. maj 2015 om lov om jernbaner, gælder loven også for metroen. Ifølge § 2 i lov nr. 206 af 5. marts 2019 om ændring af lov om trafikskaber og jernbaneloven fremgår det, at jernbanelovens § 14, stk. 1, affattes således:

»Jernbanevirksomheder, der via kontrakt udfører offentlig servicetrafik, kan opkræve kontrolafgifter, ekspeditionsgebyrer og rejsekortfordringer.«

§ 14, stk. 2 og 4, ophæves, og stk. 3 bliver herefter stk. 2. Stk. 3 har følgende ordlyd:

“Passagerer, der ikke er i besiddelse af gyldig rejsehjemmel, har pligt til på forlangende at forevise legitimation for jernbanevirksomhedens personale med henblik på at fastslå passagerens identitet.”

I de Fælles landsdækkende rejseregler (forretningsbetingelser), som trafikvirksomhederne har vedtaget, præciseres hjemmelen til udstedelse af en kontrolafgift.

Det anføres således bl.a., at passagerer, der ikke på forlangende viser gyldig rejsehjemmel, herunder er korrekt checket ind på Rejsekort til deres rejse, skal betale en kontrolafgift på 750 kr. for voksne.

Det er passagerens ansvar, at rejsehjemlen er endeligt modtaget på den mobile enhed før påstigning. Som passager uden gyldig rejsehjemmel betragtes også passager, der benytter kort med begrænset tidsgyldighed (f.eks. pensionistkort) uden for kortets gyldighedstid, eller hvis andre rejsebegrænsninger ikke overholdes (f.eks. for hvornår cykler må medtages, eller om der er betalt metrotillæg). Passagerer, der rejser alene på andres Rejsekort Personligt eller med en anden kundetype, end passageren er berettiget til, rejser uden gyldig rejsehjemmel. Kortindehaveren skal altid selv være checket ind på kortet på de rejser, hvor et Rejsekort Personligt benyttes.

### **Uddrag af renteloven (LBK nr 459 af 13/05/2014):**

§ 3. Rente skal betales fra forfaldsdagen, hvis denne er fastsat i forvejen.

§ 5. Renten efter forfaldsdagen fastsættes til en årlig rente, der svarer til den fastsatte referencesats med et tillæg på 8 pct. Som referencesats anses i denne lov den officielle udlånsrente, som Nationalbanken har fastsat henholdsvis pr. den 1. januar og den 1. juli det pågældende år.

§ 9 a. Fordringshaveren kan kræve, at skyldneren betaler fordringshaverens rimelige og relevante omkostninger ved udenretlig inddrivelse af fordringen, medmindre forsinkelsen med betalingen ikke beror på skyldnerens forhold.

§ 9 b. For rykkerskrivelser vedrørende fordringer kan fordringshaveren kræve et gebyr, jf. stk. 2, såfremt skrивelsen er fremsendt med rimelig grund (rykkergebyr). Fordringshaveren kan endvidere kræve et gebyr, jf. stk. 3, for at anmode en anden om at inddrive fordringen på fordringshaverens vegne, såfremt dette er sket med rimelig grund (inkassogebyr).

Stk. 2. Der kan kræves et rykkergebyr på højst 100 kr. for hver rykkerskrivelse, dog højst for 3 skrivelser vedrørende samme ydelse. Har skyldneren inden for en sammenhængende periode til stadighed været i restance vedrørende samme skyldforhold, kan der uanset 1. pkt. højst kræves rykkergebyr for 3 skrivelser vedrørende restancerne i den pågældende periode. Der kan kun kræves gebyr for rykkerskrivelser, som er sendt med mindst 10 dages mellemrum.

Stk. 3. Der kan kræves et inkassogebyr på højst 100 kr.

### **PARTERNES ARGUMENTER OVER FOR ANKENÆVNET:**

#### **Klageren anfører følgende:**

“Prior to the active card that is in use now [Rejsekortnummer udeladt], I received pendlerkort [Rejsekortnummer udeladt], perhaps 10 days earlier. I couldn't understand why it was that there was a problem with it and each time I was checked, the controller seemed unaware of what to do. Days later I received the present active card in the mail, with no explanation. There was a requirement to pay again with no explanation. There was a hold on my account for the amount of the first card, and then on the second

card money had been withdrawn.

After several enquiries as to what the issue was, it was finally explained to me that the first one was a so-called 'ghost card', which was explained to me to be a mistake with the transport company. However, I couldn't understand why it was that the 'hold' of funds on my account continued. Your records will show multiple enquiries from my number trying to determine what the confusion was.

Eventually the funds were returned, however there was no explanation forthcoming about what the issue had been and I was still confused about when the second card became active. Then to my surprise I received a fine. After calling the Metro company wondering why it was that I didn't receive a notification that my card needed to be renewed, it was explained to me that perhaps my information in the system wasn't updated. After looking into this I realised that indeed my phone number was outdated which explains why I didn't receive the sms. I did ask if I had a case to complain considering the confusion arising from the 'ghost card' and I was told that definitely this was a valid complaint. My reasoning is that had I not been issued with a 'ghost card', and been distracted and confused with when and which card was actually valid, and when my money would be release from being held, I would have been clear as to when the renewal period was coming, irrespective of not having my phone number updated to receive the text.

I went back and forth with the transport company a few times, and each of them the official refused to address my complaint sufficiently, by not addressing the confusion caused in the issuance of the ghost card. Later I came to realise that 2 fee periods had been added and so naturally I felt compelled to pay, last week.

In the course of the email conversation I felt reasonable to be responsible to pay for what it was determined to be a 5 day period that I was travelling with the invalid card (unbeknownst to me), but I thought it absurd that I should be meant to pay the same fine that is given for those that try to cheat the system. I further explained that my decision to change to a pendler card clearly showed intent to use the system in good faith, but none of this was taken into consideration.

In summation, I have to reiterate that it was not my fault that I was issued with this 'ghost' card, with no explanation. Had the mistake not occurred from the transport company, I wouldn't be in the position. The fine for me is outrageous, and I am pleading that the fine is reduced, if not removed altogether, given the damages caused by effectively being charged twice for a period which had repercussions on my economy as I could not access money which should never have been held from my account.

Thankyou for listening to my complaint, I am appreciative that there is this avenue to complain given that the transport company has shown serious insensitivity by ignoring the basis of the claim. The mistake is from their end. And still, no formal explanation."

### **Indklagede anfører følgende:**

" We have following preliminary statements to til case.

We have been in contact with Rejsekort A/S, who could provide the following:

Around 1,800 travel cards were sent out in April, as so-called ghost cards.

A ghost card is a card that works well enough, but this is not linked to a customer profile, and due to this the customer cannot be invoiced.

When Rejsekort A/S discovered this, correct cards were issued to those customers who had made their order via self-service during the period in question (as in the case of the complainant).

We have been informed that the complainant has only been invoiced in connection with the delivery of the new correct card (308430 206 934 580 2). At the time of issue 639.90 kr. was reserved on the credit card provided by the complainant - this new travel card was activated by the complainant with a check-in on 28 April 2023, at 17:53:31.

This is also evident from the attached extract.



Our comments to the above-mentioned complaint case can be found below and all the correspondence we have had in with the complainant regarding the inspection fee is attached together with printout of the transactions for the complainants Commuter Card - [Rejsekortnummer udeladt].

The complainant was issued an inspection fee 2. June 2023, at 07:49, as he could not present a valid card or ticket when meet by inspection. The complainant presented a Commuter Card which had expired 27. May 2023.

At the time of inspection, the complainant informed the steward that he was going to Frederiksberg Alle. The fact that the complainant, after receiving the fare evasion ticket, renewed his Commuter Card at Amager Strand station, does not give him legal travel document back to the time where he entered the metro at Kastrup station.

The metro runs, like the other public transport in the Greater Copenhagen area, according to a self-service system, where it is the passenger's own responsibility before boarding, to secure a valid ticket or card, which can be presented on request.

In cases where a valid travel document cannot be presented on request, it must be accepted to pay an inspection fee, which for an adult amount to DKK 750. This basic rule is a prerequisite for the self-service system that applies to travel by public transport in the Greater Copenhagen area.

On the information boards placed at all metro stations following are stated on **"Rejseinformation / Travel information"**:



**Hav billetten klar**  
**Have your ticket ready**

Husk at have gyldigt kort eller billet klar inden du står på – du kan ikke købe billetter i metrotoget. Hvis du rejser uden billet, vil du ved kontrol få en afgift på 750 kr.

**You must have a valid ticket before boarding – you cannot buy tickets on the metro train.** Travelling without a valid ticket will lead to a fine of kr. 750.



**Kontrolafgift** **Fare evasion tickets**

Husk, det er dit ansvar at have en gyldig billet eller kort til rejsen for både dig og dine eventuelle ledsagere, inden du stiger på metroen. Passagerer, der rejser uden gyldig billet eller kort, skal betale en kontrolafgift på 750 kr. Se [dinoffentligetransport.dk](https://dinoffentligetransport.dk) for yderligere information.

**Please remember that it is your responsibility to have a valid ticket or travel card for both you and your potential companions before entering the train.** Passengers travelling without a valid ticket or card must pay a fare evasion ticket of kr. 750. Go to [publictransport.dk](https://publictransport.dk) for applicable travel rules and penalty fares.

.... and on the boards **"Velkommen i Metroen / Welcome to the Metro"**:



Rejser med Metroen kræver gyldigt kort eller billet inden påstigning. Der findes Rejsekort- og billetautomater på alle stationer. Billetkontrol kan ske både under rejsen, ved udstigning og på stationen efter endt rejse. Har du ikke gyldigt kort eller billet udstedes kontrolafgift efter gældende regler.

Travelling on the Metro requires a valid ticket. Tickets are available from ticket vending machines at the stations. Ticket control may be performed during the journey, when leaving the train and at the station after the journey has ended. **Passengers boarding a train without a valid ticket will be liable to pay a fare evasion ticket.**

According to the [Joint National Travel Regulations](#) it is always the customers own responsibility to secure a valid card or ticket before entering the metro, and where this among others are stated:

#### 2.4. Purchase of travel document

Public transport in Denmark is an open system with widespread self-service, and it is therefore always the customer's responsibility to have a valid travel document upon boarding, including by ensuring that the Rejsekort has been checked in correctly. On receipt of a travel document, the customer must make sure that the single ticket is in accordance with requirements.

#### 2.7. Inspection fee

##### 2.7.1. Inspection of travel documents

Customers who do not, when requested, present valid travel documents, including having checked in correctly on Rejsekort for their travel, **must pay an inspection fee.** This also applies if the customer has purchased a travel document via a mobile device that cannot be inspected, for example if it has run out of power or been broken.

##### 2.7.2. Fees

The Public Transport Operators determine the size of Inspection fees. The size of inspection fees can therefore be changed following a decision by the individual Public Transport Operator. This will be notified within one month and will appear on the website of the Public Transport Operator in question (see section 17).

The Inspection fee is issued by the Public Transport Operator the customer has travelled with and at the Public Transport Operators tariff.

The Inspection fee for the individual customer groups in the individual Public Transport Operator currently amounts to:

Public Transport Operator	Adult and Youth	Children and dogs	Bicycles
DSB	DDK 750	DDK 375	DDK 100
Arriva Tog	DDK 1.000	DDK 500	DDK 250
Nordjyllands Trafikselskab	DDK 1.000	DDK 500	DDK 100
Midttrafik	DDK 1.000	DDK 500	DDK 100
Sydtrafik	DDK 1.000	DDK 500	DDK 100
Fynbus	DDK 1.000	DDK 500	DDK 100
Trafikselskabet Movia	DDK 1.000	DDK 500	DDK 100
<b>Metroselskabet I/S</b>	<b>DDK 750</b>	<b>DDK 375</b>	<b>DDK 250</b>
BAT	DDK 750	DDK 375	DDK 100

When using Rejsekort Commuter Card the below mentioned rules - among others - applies according to the [Terms- and Conditions for Commuter Cards](#):

### 1.2. How to use a Commuter Card

The rules for using Commuter Cards are set out in the Joint National Travel Regulations, which are available at [www.rejsekort.dk/da/Det-Med-Smaat](http://www.rejsekort.dk/da/Det-Med-Smaat).

A Commuter Card is a personal card that may only be used by the card holder. A Commuter Card functions as a travel document solely in the area and during the commuter period for which the Commuter Card is valid. A card holder may not use their Commuter Card to check in fellow travellers.

Special rules apply to check in and check out using a Commuter Card:

- The customer only needs to check in when travelling by bus, harbour bus or the Odense Light Rail.
- The customer does not need to check in on trains, the Metro or Light Rail lines (except Odense Light Rail).
- The customer does not need to check out.
- For travel involving transfer to a new means of transport, the customer does not need to check in on transferring to a train, Metro train or Light Rail line (except Odense Light Rail).

Whether the customer travels by train, Metro, Light Rail, bus or harbour bus, the customer must always activate a new commuter period by checking in the first time the customer makes a journey within the chosen commuter area; see section 2 for more information. This applies even if the customer has entered into a renewal agreement. Failure to activate a new Commuter Card commuter period will mean that the customer does not have a valid travel document and can therefore be charged an inspection fee. Activation of a commuter period may be cancelled by checking out the Commuter Card within 20 minutes after checking in.

### 1.7. Obligations on using a Commuter Card

When you register as a customer to purchase a Commuter Card, you must submit personal data (master data) such as your name, address and Danish civil registration (CPR) number. This information must be documented by valid proof of identity in accordance with the applicable procedures laid down by Rejsekort & Rejseplan A/S at any time.

The card holder is obliged to notify any change in the data provided, including in particular:

- name, address, phone number and email address
- changes in the payment card or bank account linked to any renewal agreement.

The card holder is obliged to store and handle the Commuter Card used on a responsible basis, and the card number, as well as the printed name and, if applicable, photo, must be legible and a good likeness for the card to constitute a valid travel document.

If the information provided proves to be incorrect, Rejsekort & Rejseplan A/S will be entitled, without notice, to block or cancel the Commuter Card(s) held by the customer concerned. See sections 4.3 and 4.4 concerning the blocking/closure procedure and the legal effects thereof.

The card holder is obliged to check payment transactions carefully and continuously in connection with renewal of the validity period by either logging into online Self Service at [www.rejsekort.dk](http://www.rejsekort.dk) or by contacting Rejsekort Customer Service. The card holder is also obliged to contact Rejsekort Customer Service as soon as possible if unauthorised or incorrect entries are discovered, or if fares have been charged which the card holder believes to be incorrect.

From the Rejsekort Back Office it is shown that the complainant's renewal before and after the issued inspection fee was:

Check in 28. April 2023, where a new period of 30 days was activated:

Periodekort gruppe	PERIODEKORT
Periodekort gyldig fra	28-04-2023 00:00:00
Periodekort gyldig til	27-05-2023 23:59:00

And the next 30 days period was activated by check in 2. June 2023 (after the inspection fee was issued):

Periodekort gruppe	PERIODEKORT
Periodekort gyldig fra	02-06-2023 00:00:00
Periodekort gyldig til	01-07-2023 23:59:00

Since this is not a question of continuous renewal i.e., renewal in direct extension after period expiry (expiry 28.05.23 and renewal 29.05.23), a reduction to 125 DKK cannot come in use.

A printout of the travel history regarding the complainants Commuter Card - RK no: [Rejsekortnummer udeladt] will follow in a separate mail, as the total of attachment exceeds the maximum.

The transaction marked with green and neon green is when the complainant used the CI stand activating the renewal agreement and a new 30-dayes period, and the transaction marked with red is the stewards control marks.

Reminder information regarding renewal of Commuter Cards is only sent by SMS. The fact that the complainant has written a wrong phone number or had not corrected his phone number via his self-service or contacted Rejsekort Customer Service - and due to this wrong phone number did not receive the reminder about his cards expiring - can solely be attributed to the complainants' own circumstances and is therefore not excusable for the lack of renewal, see the above regarding Terms and Conditions section 1.7.

The case handler maintained the inspection fee and the grounds here fore several times, and latest in mail of 23. June 2023, where he again wrote that the complainant could take the issue to the Appeal Board and wrote that the case was now closed and further regarding this issue would not be answered. Due to this the complainant mail of 27. Juni 2023 was not answered.

As we did not receive the payment after the due date, a reminder added a fee of 100 kr. was sent to the complainant 17. July 2023, and as this outstanding was not paid either, a new reminder added a new fee of 100 kr. was sent to the complainant 7. August 2023.

Both reminders were sent to the complainant via e-Boks on the date of issuing.

Finally, we do not find that the issue in April where the ghost card was subsequently replaced by the complainant's current commuter card can have any connection with the lack of renewal late May.

The complainant received a new card which he activated a few days later and unfortunately forgot to renew as it expired at midnight between the 27. and 28. May 2023.

It is indisputable that the complainant had not paid for his journey before entering the metro 2. June 2023 and due to this and the above we find the inspection fee correctly issued and following correctly maintained, as well as we find the reminders correctly issued.

Based on these facts and the above stated we uphold our claim of a total of 950 kr.”

### **Hertil har klageren bemærket:**

” I really believe rejsekort should have issued a communication, via email, to the affected customers to explain what the situation was.

This is a reasonable measure when there is a mis-issuance.

I still have a difficult time believing that the issues I have raised have not been addressed. I must say it feels rather collusive.

I have no further expectation for explanation but for the record I will again say that it is the mistake of rejsekort which contributed to the confusion as to when my period actually started precisely because of being effectively billed twice for a time period until it was cleared up.

Had this mistake not have occurred which rejsekort remains unrepentent for, this oversight arguably might not have happened and therefore doesn't warrant the full penalty fare.

The obvious intention by contracting myself to rejsekort is to use the system in good faith.”

### **Hertil har indklagerede bemærket:**

” First and foremost, we must draw attention to the fact that we in our response sent August 18<sup>th</sup>, 2023, as answer to the complainant's inquiry to the Appeal Board only related to the inspection fee, and not the previously issued Ghost Card. This card was issued by, and replacement card sent from DSB Rejsekort. We must of course apologize if we have misunderstood the complainant, so the inquiry and following response only concerned the Ghost Card and the financial aspect of this case – and thus not the issued inspection fee – if this is the case, we are of the opinion that the complaint should have been forwarded to DSB who has issued both the complainants rejsekort and have had the dialog.

Metro Service and DSB are two different companies.

We cannot in any way be responsible for conditions that are beyond our control and that we have no opportunity to correct, and at the time of ticketing in the metro the complainant had already received a new functional card, which he also had used the month before. The fact that the complainant did not get a reminder about renewing his commuter card and did not make a check in to active a new period is not a matter we had any influence on either.

In relation to the specific case about the inspection fee it must be stated that the complainant received an inspection fee which was correctly as he had not reviewed his commuter card after the expiry of the previous period. The previous period expired on May 27<sup>th</sup>, 2023, and the complainant did not renew the commuter card until after the inspection on June 2<sup>nd</sup>, 2023, when the complainant's card was checked repeatedly between 07:44:49 and 07:47:17 – see previously transcript from Rejsekort.

Check in 28. April 2023, where a new period of 30 days was activated:



Periodekort gruppe	PERIODEKORT
Periodekort gyldig fra	28-04-2023 00:00:00
Periodekort gyldig til	27-05-2023 23:59:00

And the next 30 days period was activated by check in 2. June 2023 (after the inspection fee was issued):

Periodekort gruppe	PERIODEKORT
Periodekort gyldig fra	02-06-2023 00:00:00
Periodekort gyldig til	01-07-2023 23:59:00

Since this is not a question of continuous renewal i.e., renewal in direct extension after period expiry (expiry 27.05.23 and renewal 02.06.23), a reduction to 125 kr. cannot come in use.

As the complainant wrote the wrong phone number when he ordered the Rejsekort card, he did not get any notification, for which we cannot be held responsible either.

Since the complainant did not have valid ticket or card and since the lack of reminder about renewal was due to the complainant's own fault as he had not filled in his phone number correctly, we find the inspection fee correctly issued and maintained, and find no relation between the Ghost card, the inspection and lack of renewal.

It is indisputable that the complainant was not in possession of a valid travel document at the time of inspection in the metro which is why the inspection fee was correctly issued and following maintained. We thus maintain our claim of 750 kr. + 2 reminder fees of 100 kr. each as the complainant did not pay within the due date written on the inspection fees sent to the complainant June 12<sup>th</sup>, 2023, and June 20<sup>th</sup>, 2023.

The reminders were sent to the complainant July 17<sup>th</sup>, 2023, and August 7<sup>th</sup>, 2023.

It is of course a very unfortunate situation the complainant has found himself in, but as we want to treat all customers equally, we do not take into consideration whether the transaction was made in good or bad faith, or whether the customer may be a tourist, child, student or pensioner. We only relate to the fact that the customer himself is responsible for having a valid ticket before entering the metro, and that this can be presented at any time during the journey - if this is not the case, it must be accepted that an inspection fee is issued."

På ankenævnets vegne

Lone Bach Nielsen  
Nævnensformand