

AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

Journalnummer: 25-0070

Klageren: XX
Evanger, Norge

Indklagede: Movia
CVR-nummer: 29 89 65 69

Klagen vedrører: Kontrolafgift på 1.000 kr. grundet køb af 12-timers billet i DOT-appen til en forkert dag

Parternes krav: Klageren ønsker, at ankenævnet annullerer kontrolafgiften, og gør gældende, at hun ved en fejl havde købt en 12-timers billet til en forkert dato og dermed ikke havde forsøgt at undgå billetkøb til sin rejse

Indklagede fastholder kontrolafgiften

Ankenævnets sammensætning: Nævnensformand, dommer Lone Bach Nielsen
Nikola Kiørboe
Dorthe Thorup
Helle Berg Johansen
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 18. juni 2025 truffet følgende

AFGØRELSE:

Movia er berettiget til at opretholde kravet om betaling af kontrolafgiften på 1.000 kr.

Beløbet skal betales til Movia, 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.

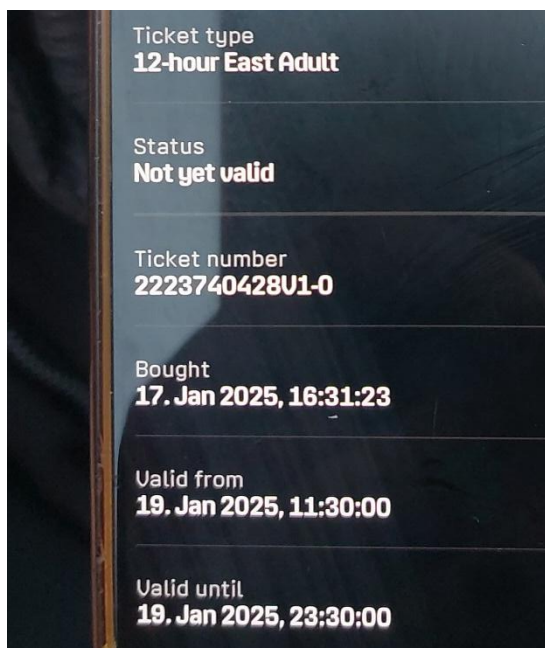
Klageren henvises til at søge yderligere oplysning om eventuel bistand i forbindelse med sagsanlæg fx på www.domstol.dk, www.advokatnoeglen.dk og /eller eget forsikringsselskab om eventuel forsikringsretshjælp.

SAGENS OMSTÆNDIGHEDER:

Klageren, som er bosiddende i Norge, skulle den 18. januar 2025 rejse med buslinje 5C fra Tegl-gårdsstræde i København.

Hun havde den 17. januar 2025 købt en 12-timers billet i DOT-appen, som var gyldig i 12 timer fra den 19. januar 2025 kl. 11:30.

Billetten så således ud på klagerens telefon:



Ved stoppestedet Sønderport kom der imidlertid billetkontrol i bussen kl. 15:15:34.

Da klagerens billet ikke var gyldig til den 18. januar 2025, blev hun pålagt en kontrolafgift på 1.000 kr. med årsagen "Ugyldig billet fremvist".

Uddrag fra den elektroniske kontrolafgift:

Stop	Sønderport
Påstigning	18-01-2025 15:15:34
Udstedt dato/tid	18-01-2025 15:19:13
Stået af	18-01-2025 15:24:35
Årsag	Ugyldig billet fremvist

Klageren anmodede samme dag Movia om at annullere kontrolafgiften med den begrundelse, at hun ved en fejl havde købt 12-timers billetten til den 19. januar 2025 og ikke den 18. januar 2025, hvilket hun ikke havde opdaget forud for rejsen, og derfor var hun steget på bussen i den tro, at

hun havde en gyldig billet.

Movia fastholdt kontrolafgiften den 13. februar 2025 med den begrundelse, at den fremviste billet ikke havde været gyldig på kontroltidspunktet, men først dagen efter.

Derpå indbragte klageren sagen for ankenævnet, hvor hun ud over det ovenfor refererede også har henvist til, at kontrolafgiften og Movias sagsbehandling ikke overholder princippet om proportionalitet, rimelighed og saglighed.

ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:

Ifølge de fælles landsdækkende rejseregler er det som udgangspunkt passagerens eget ansvar at sikre sig gyldig billet til den konkrete rejse.

Da klageren rejste med buslinje 5C den 18. januar 2025, fremviste hun en 12-timers billet købt i DOT-appen, som først var gyldig den efterfølgende dag den 19. januar 2025.

Kontrolafgiften for manglende gyldig rejsehjemmel blev dermed pålagt med rette.

Det kan efter ankenævnets opfattelse ikke føre til et andet resultat, at klageren købte den forkerte billet ved en fejl, da hun selv bar ansvaret for at kontrollere, at hun havde indtastet de korrekte oplysninger i forbindelse med billetkøbet.

Ankenævnet bemærker, at gyldighedsdatoen den 19. januar 2025 fremgik af billetten i appen, samt at billetens status på kontroltidspunktet var angivet til "Not yet valid".

På denne baggrund og da det ikke er en betingelse for at pålægge en kontrolafgift, at passageren har handlet bevidst i strid med rejsereglerne, finder ankenævnet, at der ikke har foreligget sådanne helt særlige omstændigheder, at kontrolafgiften skal frafaldes.

Det er ankenævnets opfattelse, at klagerens betragtninger om proportionalitets-, rimeligheds- og saglighedsprincipper ikke afskærer Movia fra med hjemmel i lov om trafikselskaber og de Fælles landsdækkende rejseregler at udstede en kontrolafgift til en passager, der ikke foreviser gyldig rejsehjemmel.

Imidlertid udtaler Forbrugerrådets repræsentanter kritik vedrørende størrelsen af kontrolafgiften:

"Forbrugerrepræsentanterne finder, at kontrolafgifter over 750 kr. ikke står rimeligt i forhold til forseelsens omfang. Mange brugere af den kollektive transport pålægges kontrolafgifter, selvom de har forsøgt at betale korrekt, men har begået mindre fejl i et selvbetjeningssystem, der bliver mere og mere komplekst. Det er desuden bekymrende, at trafikselskaberne – som monopolliggende virksomheder – selv fastsætter kontrolafgifternes størrelse. Dette giver selskaberne mulighed for at indføre kontrolafgifter, som ville være forretningskadelige, hvis der var reel konkurrence på markedet. Forbrugerrepræsentanterne indgiver derfor en mindretalsudtalelse vedrørende kontrolafgiftens størrelse. Dette ændrer ikke sagens udfald, men kontrolafgiften bør nedskrives til 750 kr."

RETSGRUNDLAG:

Ifølge lov om trafikkselskaber § 29 kan selskabet udstede kontrolafgift og pålægge ekspeditionsgebyr til en passager, der ikke på forlangende foreviser gyldig rejsehjemmel.

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 1.000 kr. for voksne. Det gælder også, hvis passageren har købt rejsehjemmel via en mobil enhed, der ikke kan kontrolleres, f.eks. hvis denne er løbet tør for strøm eller gået i stykker. Det er passagerens ansvar, at rejsehjemlen er endeligt modtaget på den mobile enhed før påstigning.

I busser, hvor check ind sker om bord, skal check ind ske straks efter påstigning uden unødigt ophold, og inden passageren sætter sig ned.

Som passager uden gyldig rejsehjemmel betragtes også passager, der benytter kort med begrænset tidsgyldighed (f.eks. pensionistkort) uden for kortets gyldighedstid, eller hvis andre rejsebegrensninger ikke overholdes (f.eks. for hvornår cykler må medtages, eller om der er betalt metro-tillæg). 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.

PARTERNES ARGUMENTER OVER FOR ANKENÆVNET:

Klageren anfører følgende:

"I hope this message finds you well. I am writing to appeal the fine (No. XXXXXXXX) I received on January 18, 2025, on bus route 5C. I would like to explain my case in the hopes that it will be reconsidered with empathy for the circumstances and my honest intent.

The fine resulted from an error on my part when purchasing my ticket. I had intended to purchase a 12-hour ticket for January 18, but I mistakenly purchased one valid from January 19. It was an honest oversight, and I genuinely believed I was traveling with a valid ticket at the time.

When the controller requested my ticket, I handed it over willingly, fully confident it was valid. However, the controller did not explain that a fine was being issued. I gave my ID and was in good faith that everything was in order, only after I was given a fine the controller said I had the wrong date on my ticket. This lack of communication left me confused and distressed as I was in good faith that everything was in order.

I want to highlight that I am not someone who intended to evade payment. My actions demonstrate that I had every intention of complying with the rules. I am also happy to provide proof of the ticket I purchased to further show my intent.

This fine of 1,000 DKK is a significant financial burden for me, and in NOK it is almost the double amount. I kindly request your understanding of my situation. It was an honest mistake, and while I fully respect the importance of travel regulations, I ask for leniency based on the context of my actions and intent.

I trust that your board values fairness and considers the human side of these situations. Given the facts of this case, I respectfully request that the fine be waived or reduced as a gesture of goodwill.”

Indklagede anfører følgende:

” Movia maintains that the inspection fee is rightly imposed, and we do so on the grounds that complainant did not present a valid ticket on the inspectors’ inquiry in the bus.

On the day in question, the 18.01.2025, XX did present a ticket that was not valid until the day after, on the 19.01.2025, which clearly appeared on the ticket.

Movia refers to the Joint National Travel Regulations § 2.4, where it says that the Danish Travel System is based on self-service exclusively. That means that a customer is responsible for carrying a valid ticket and the customer can present it during the whole travel. A traveler must ensure that the ticket is in accordance with requirements; hereby ensuring that a ticket fits the valid time.

2.2. Customer categories

It is the customer's responsibility to have a valid travel document issued for the correct customer category.

2.3. Purchase of travel documents

To be able to travel by train, bus and Metro, the customer must be in possession of a valid travel document.

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.

2.4.2. In particular concerning use of mobile products (delivered via text message or app)

It is the customer’s responsibility to ensure that the travel document has been received on the mobile device before boarding. It is not sufficient that the order has commenced.

2.6. Inspection of travel documents

If a valid travel document cannot be presented on request during inspection, it will not be possible to have to get a reduction or cancellation of an inspection fee by subsequent presentation of travel documents.

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.

Inspection fee

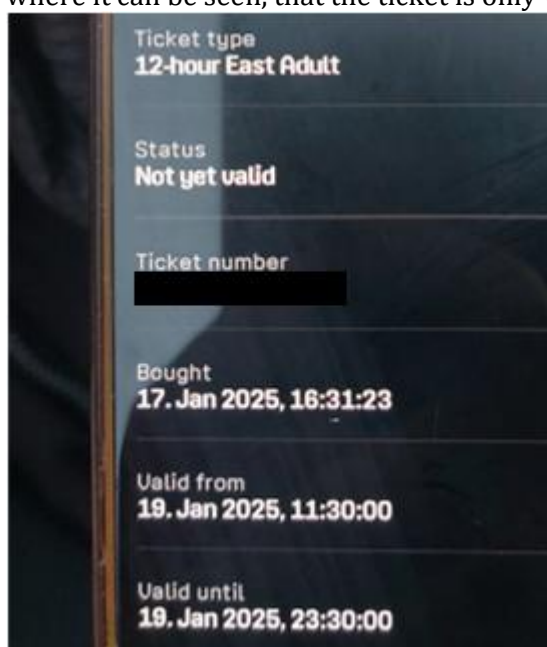
On the day in question, the 18.01.2025, the inspection team boarded the bus at Sønderport at 15:15:34 on the bus 5C. XX presented a ticket that was not valid until the 19.01.2025, which was the next coming day.

The inspection fee was issued at 15:19:13 for the reason “Ugyldig billet fremvist” – “Invalid ticket presented”.

Stop	Sønderport
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Årsag	Ugyldig billet fremvist

We think that it appeared clearly on the presented ticket, that it was not valid until the 19.01.2025.

The ticket is a 12-hour adult ticket bought on the 17.01.2025 at 16:31:23. The validity appears below, where it can be seen, that the ticket is only valid from 19.01.2025 and 12 hours onwards.



As stated in the inspector’s note, the ticket was not valid on the 18.01.2025. As XX did not have any other valid ticket, her fine was issued correctly.

Kunde har købt en 12-timers billet d. 17/1, men som først er gyldig fra [redacted] 18-01-2025 15:21:00 imorgen.
Og kunne ikke fremvise en anden billet ved henvendelse i bussen

Comments and decision

According to the Joint National Travel Regulations § 2.4, it is the customer’s own responsibility to have a valid travel document upon boarding.

It is also stated that the customer must make sure that the ticket is in accordance with the desired requirements. In this case, it means that XX must ensure herself that the validity of the ticket matches with what she needs.

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.

When receiving the travel document, the customer must make sure that the ticket is in accordance with the desired requirements.

Extract from the appeal case.

"I Unfortunately, I made an error when selecting the date, and the ticket I bought is valid from tomorrow, the 19th of January, instead of today."

Movia acknowledges that the inspection fee can be frustrating, but the complainant's mistaken purchase is solely her own responsibility and not Movia's.

"I completely understand that it is my responsibility to ensure the ticket details are correct, and I am truly sorry for the mistake. I thought my ticket was valid, so I was happy to present it when the bus controller asked to see it."

Since the validity is clearly stated on the ticket, we do not believe that there are any circumstances that make the complainant exempt from the fee.

Movia does not take into consideration, whether the lack of a valid ticket is caused by intentional fraud, overlooking/forgetfulness or otherwise. An inspection fee is issued, when a customer cannot present a valid ticket at the ticket inspection.

Movias conclusion

Movia cannot take the responsibility for the invalid ticket presented on the day in question. It is always the customer's own responsibility to ensure that the ticket is in accordance with the requirements; hereby ensuring that the validity of the ticket corresponds to the customer's wishes.

Movia maintains the inspection fee as XX could not present a valid ticket. In situations where valid tickets cannot be presented upon request, it is expected to pay a fine. This basic rule is a prerequisite for the self-service transport system, which takes place in the Capital area.

It is an area with a high risk of circumvention for payment of the journey if it is accepted that you can travel with a ticket that is not valid until a day after.

Based on the lack of circumstances, Movia does not find that we can take the responsibility for the invalid ticket presented on the day in question. As a customer in the public transport, a customer must always ensure before boarding that the ticket is in accordance with the requirements."

Til dette har klageren anført:

“I am writing to formally proceed with my appeal regarding the fine issued to me by Movia on January 18, 2025. While I understand the necessity of rules in a self-service transport system, I strongly contest the fairness and proportionality of the fine in my case. The rigid application of these regulations, without any allowance for genuine human error, damages public trust in the transport system and undermines the fundamental principles of fairness that should be embedded in any administrative decision-making process.

Grounds for Appeal:

1. Lack of Proportionality and the Principle of Fairness

The principle of proportionality is a well-established legal doctrine in Scandinavian administrative law. Under **Danish administrative law (Forvaltningsloven) Section 24** and the **European Convention on Human Rights (ECHR) Article 6 and Article 1 of Protocol No. 1**, administrative decisions must be **reasonable, fair, and proportionate** to the offense. Applying a strict penalty to a passenger who **made an honest mistake without intent to evade payment** violates this principle.

According to the European Court of Human Rights (see e.g., Case No. 17849/91, *Pine Valley Developments Ltd v. Ireland*), authorities must assess whether a penalty is proportionate to the harm caused. In my case, **Movia suffered no financial loss**, as my ticket was valid—just with the incorrect starting date. Enforcing a fine in such circumstances constitutes an excessive and disproportionate punishment.

Furthermore, the **EU Charter of Fundamental Rights, Article 41 (Right to Good Administration)**, states that every person has the right to have their case handled **fairly, impartially, and within a reasonable timeframe**. A refusal to assess my case on its own merits violates this right.

Additionally, **Directive 93/13/EEC on Unfair Terms in Consumer Contracts** states that contractual terms that impose a significant imbalance to the detriment of the consumer are not legally binding. A rigid fine structure that does not allow for individual circumstances could be considered an unfair contractual term, violating EU consumer protection standards.

2. Erosion of Public Trust in Scandinavian Public Transport

The rigid enforcement of fines without consideration for human error contributes to increasing dissatisfaction with public transport systems across Scandinavia. There has been a growing public debate regarding the overly punitive nature of these fines, which many perceive as unfair and exploitative. Trust in public institutions, including transport authorities, is a cornerstone of Scandinavian democracy. A system that does not differentiate between **deliberate fare evasion and honest mistakes** discourages responsible citizens from using public transport.

The **Public Service Obligation (PSO) Regulation (EC No. 1370/2007)**, which governs public transport within the EU, explicitly requires that public service contracts ensure **fair and reasonable conditions for passengers**. A fine system that lacks flexibility and does not allow for **mitigating circumstances** goes against the spirit of this regulation, which aims to create equitable access to transport services.

Moreover, **Article 9 of the Treaty on the Functioning of the European Union (TFEU)** highlights the EU’s commitment to **social inclusion and non-discrimination**. A fine structure that disproportionately impacts low-income passengers and those who make genuine mistakes contradicts these principles.

I urge the Appeal Board to consider the **broader implications** of its decision. If customers feel that transport companies act in an unjust and rigid manner, public sentiment will shift toward distrust and resentment rather than cooperation and compliance.

3. The Requirement for Individual Case Assessment

Under **Danish administrative law (Forvaltningsloven, Section 22-24)**, all administrative decisions must be based on **individual assessments** rather than mechanical enforcement of regulations. The refusal to acknowledge my case as a genuine mistake, despite clear evidence, violates the principle that each case must be **assessed on its own merits**.

Additionally, the **General Data Protection Regulation (GDPR) Article 22** prohibits **fully automated decision-making that significantly affects individuals** without proper human oversight. If my case was denied without an actual case-by-case review, this could constitute a violation of my **right to fair and transparent decision-making** under EU law.

Finally, under **the principle of legitimate expectations**, established in EU case law (*R v. North and East Devon Health Authority, ex parte Coughlan [2001] QB 213*), a public authority must ensure that enforcement measures align with reasonable public expectations of fairness. A fine imposed in disregard of obvious mitigating factors violates this principle.

Furthermore, the **International Covenant on Civil and Political Rights (ICCPR) Article 14** guarantees fair treatment in legal matters, including administrative penalties. While not directly enforceable in Danish courts, it strengthens the argument that fines should be **reasonable, proportionate, and subject to individual assessment**.

Request for Consideration

In light of the above, I respectfully request that the Appeal Board overturn Movia's decision and cancel my fine. Alternatively, I request that the Board at least consider reducing the fine, reflecting the **lack of intent to defraud** and the **disproportionate nature of the punishment** in my case.

If the Appeal Board decides to reject my appeal, I kindly request a detailed explanation of how my case was assessed in accordance with the principles of proportionality, fairness, and individual case consideration, as required under Danish and European legal standards."

Til dette har Movia anført:

"Movia's Legal Authority to Issue Fines

Movia has the legal authority to issue fines in accordance with the Danish Act on Public Transport (Lov om trafikselskaber, § 29). This provision grants public transport companies the right to impose fines on passengers without a valid ticket or travel authorization. The legal framework ensures that companies like Movia can enforce rules and regulations to maintain order and fairness in public transportation.

Movia handles complaints about inspection fees in accordance with the joint national travel regulations. Read more: <https://dinoffentligetransport.dk/en/customer-service/rules-and-guidelines/all-travel-regulations/>

Focus on Valid Ticket, Not Intent

Movia does not consider whether a fine is due to fraud, mistake, ignorance, lapse in concentration, or any other reason. The sole focus is on whether the passenger had a valid ticket at the time of

inspection. This approach ensures consistency and fairness by applying the same rules to all passengers, regardless of intent. It also simplifies enforcement, as inspectors can make objective decisions based solely on the presence or absence of a valid ticket.

The Importance of Fines for Public Transport Sustainability

Inspection fees play a crucial role in ensuring the sustainability of public transportation. The revenue generated from fines helps offset costs associated with inspection fees and encourages passengers to pay for their journeys, which in turn supports the financial stability of public transport systems.

Without effective enforcement, invalid tickets could lead to significant revenue losses, forcing transport companies to reduce services, increase ticket prices, or seek higher public subsidies. Fees, therefore, act as a deterrent against invalid tickets while contributing to the overall maintenance, operation, and improvement of public transport services. This ultimately benefits society by maintaining an efficient and reliable transportation network.”

Til dette har klageren anført:

”I am writing in response to Movia’s letter dated March 26th, 2025, and to submit a formal and comprehensive statement regarding my appeal.

Legal Authority vs. Administrative Discretion

While I acknowledge that Movia has legal authority under Section 29 of the Danish Act on Public Transport (*Lov om trafikskaber*) to issue inspection fees in cases where a valid ticket cannot be presented, this authority must still be exercised in accordance with the general principles of public administrative law. These include individual assessment, proportionality, and fairness — principles consistently emphasized in both Danish legal practice and the decisions of the *Folketingets Ombudsmand*.

Movia’s written response states explicitly that the intent or reason behind the missing valid ticket is not considered — whether due to fraud, mistake, confusion, or lapse in concentration. This rigid, uniform approach may violate the principle of proportionality, which requires authorities to evaluate the specific context of each case before imposing a sanction.

Ticket Was Purchased – Human Error, Not Fare Evasion

I wish to emphasize that I had purchased a valid 24-hour ticket, but for the wrong date — the 19th instead of the 18th, when the inspection occurred. This was a genuine human error, made in good faith. I did not attempt to ride without paying, nor did I seek to avoid fare. I made a mistake in selecting the correct day in the app — a simple error, with no intent to defraud and no personal gain. Movia already possesses a copy of the ticket, which has been submitted both by myself and by Movia as part of the case documentation. It clearly shows that I had paid for travel, just not for the correct date. The fact that the system allows you to purchase a future-dated ticket adds to the likelihood of such mistakes occurring, especially in fast or stressful travel situations.

I Cooperated Fully and Believed My Ticket Was Valid

When the controller approached me, I willingly showed my ticket because I was convinced it was valid. I acted in complete good faith and fully cooperated — even giving my ID when asked. Despite this, I was issued an inspection fee without any explanation or communication from the controller. I

was not informed that the ticket was invalid or given any opportunity to understand or explain the situation.

Being fined on the spot without any dialogue or clarity was both confusing and disheartening, especially considering that I had paid and believed I was in compliance with the rules.

Proportionality and the Duty of Individual Assessment

According to the principles of Danish administrative law, sanctions must be proportionate and based on individual case evaluation. When someone has clearly paid for their journey but made an honest technical error, it is unreasonable to treat them the same way as someone attempting to ride without paying at all.

These principles are supported by the Danish Public Administration Act (Forvaltningsloven), which emphasizes the duty of fair and individual case assessment in all decisions made by public authorities.

A mechanical application of rules that does not distinguish between intentional fare evasion and honest mistakes undermines the trust and fairness expected in public administration. The Folke-tingets Ombudsmand has, in multiple cases, ruled that individual circumstances must be considered when applying administrative sanctions — even in systems designed for consistency.

Request for Understanding and Fairness

Public transport systems are built on community trust. While rules are essential, so too is the fair and human application of those rules. Punishing honest passengers who have paid for a ticket — but simply made a mistake with the date — does not serve justice. It discourages good faith and respect for the system.

I kindly urge the Appeal Board to evaluate this case based on its full context — not only on the presence or absence of a valid ticket, but also on the clear evidence of payment, my cooperation, and the nature of the mistake made. I respectfully ask that you uphold the principle of fairness and cancel the inspection fee.”

På ankenævnets vegne



Lone Bach Nielsen
Nævnetsformand