

AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

- Journalnummer:** 25-0377
- Klageren:** XX
Schweiz
- Indklagede:** Metroselskabet I/S v/Metro Service A/S
CVR-nummer: 21 26 38 34
- Klagen vedrører:** Kontrolafgift på 750 kr. grundet rejse med billetkittering i stedet for selve billetten
- Parternes krav:** Klageren ønsker, at ankenævnet annullerer kontrolafgiften, og gør gældende, at hendes bankkittering viser, at hun købte to billetter, og at der må være noget galt med billetautomaten, når den kun udstedte én billet
- Indklagede fastholder kontrolafgiften, da der ikke var noget i vejen med automaten, der udskrev billet nr. 2 efter 4 sekunder.
- Ankenævnets sammensætning:** Nævnensformand, dommer Lone Bach Nielsen
Dorthe Thorup
Nikola Kiørboe
Helle Berg Johansen
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 26. februar 2026 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.

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, www.advokatnoeglen.dk og /eller eget forsikringssselskab om eventuel forsikringsretshjælp.

SAGENS OMSTÆNDIGHEDER:

Klageren og hendes medrejsende skulle den 27. august 2025 rejse med Metroen. Forinden købte hun to 2-zoners billetter i automaten på Nørreport st..

Ifølge klageren printede automaten kun én billet og en kvittering, som hun medtog. Herefter steg de ombord på Metroen.

Imidlertid kom der billetkontrol om bord på Metroen ved Marmorkirken st., og da klageren og hendes medrejsende kun var i besiddelse af én billet, blev klageren pålagt en kontrolafgift på 750 kr.

Uddrag fra den elektroniske kontrolafgift:

```
<Country>Schweiz </Country>
<CPRStatusCode/>
<FeeDate>2025-08-27T10:54:38.6130000</FeeDate>
<Line>M3/M4</Line>
<StationFrom>Marmorkirken</StationFrom>
<StationTo>Østerport</StationTo>
<Adult>>true</Adult>
<Child>>false</Child>
<NumberOfBikes>0</NumberOfBikes>
<NumberOfDogs>0</NumberOfDogs>
<Cause>Intet forevist</Cause>
<UnequalZones>>false</UnequalZones>
<PaidCash>>false</PaidCash>
<Amount>750</Amount>
<Cancelled>>false</Cancelled>
<ChangedComment/>
<PaymentReceivedByUser/>
<Note/>
<TicketType>Intet forevist</TicketType>
```

Ved den efterfølgende klage til Metro Service indsendte hun kopi af kvitteringen og den billet, som den medrejsende havde rejst på.

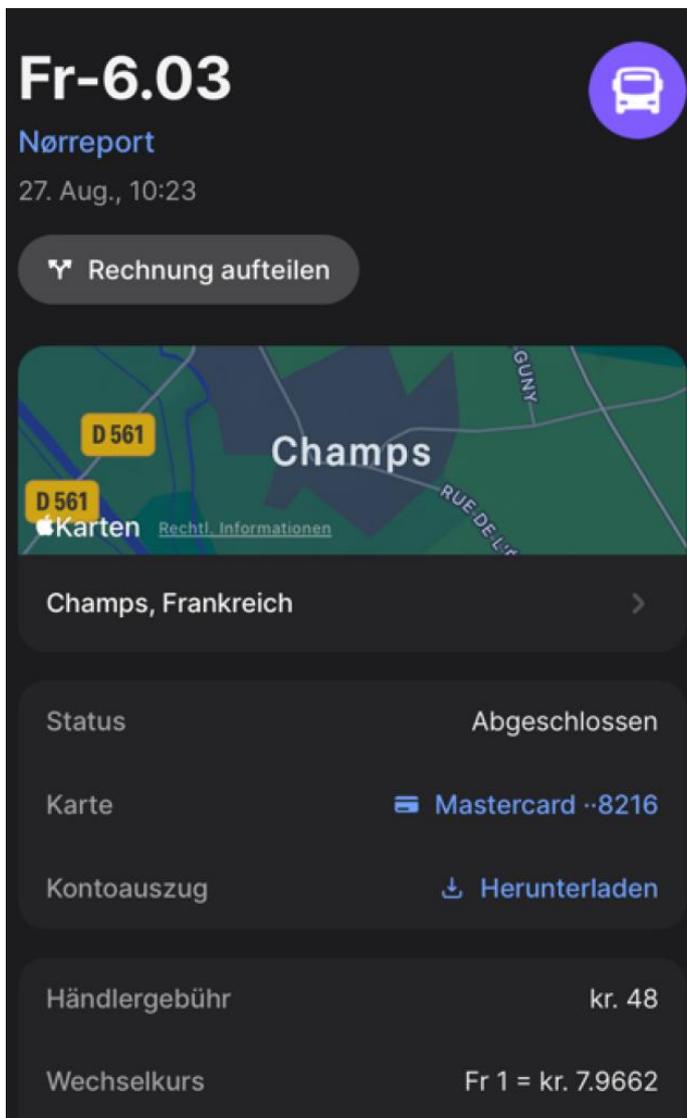
Billetten, som den medrejsende fremviste i Metroen:

Zonebillet / Zone Ticket	
Startzone:	1
Antal zoner / Number of zones:	2
Gyldig / Ualid for:	1 Voksen / Adult
Fra / From:	10:23 27/08 2025
Til / Until:	11:38 27/08 2025
105 11010210 766437 Nørreport	***24,00 DKK

Kvitteringen som blev printet i automaten:

105 Nørreport Nørreport Station Metrovej 5 2300 København S Tlf. +45 70151615 CVR. NR. 30823699	
2025-08-27 10:22	
Beløb DKK 48,00	
7134 PSN: 00	
XXXX XXXX XXXX 3410 SERIAL: 07034275-043604 PIN: News no:0003352269 ATC:00022 AID: A0000000031C10 PAM: 5374978-0000736961 ARC: 00 Status:0C00 Aut.Kode: GPSRM3 APR: 043603 Autoriseret	
Dette er en kreditkort- kvittering - ikke en billet.	
This is a credit card receipt - not a ticket.	

Derudover indsendte klageren en betalingskortkvittering for et køb på 48 kr. svarende til prisen for to 2-zoner billetter, foretaget ved Nørreport den 27. august 2025 kl. 10:23:



Metro Service fastholdt kontrolafgiften med den begrundelse, at klagerens ægtefælle kun havde medtaget den første af de to billetter, som automaten havde udskrevet. Metro Service skrev:

"I have been in contact with our technical department, which informs me that the receipt you sent is for a previous purchase and therefore does not belong to your purchase. They also inform me that no errors were registered on the ticket machine used at the time of purchase.

I do understand that it is an unfortunate situation, but public transport in Denmark, is based on a self-service principle. This includes free access to platforms and boarding, in the metro. This simplifies the use of this mode of transport for the individual and heightens the security for all passengers. Consequently, all passengers are able to enter the train, regardless of being in possession of a valid ticket or not. For you, as a passenger, it means that you are solely responsible for ensuring that you

have a valid ticket before boarding, and for ensuring that the tickets you have purchased correspond to your order.

When you purchase tickets in the ticket machines at the metro, these and the receipt are printed separately, and the light flashes in the 'drawer' into which the tickets/receipt fall until all documents are printed. All details concerning the ticket, including number of passengers included and validity period, is printed on the front in both Danish and English.

A ticket is not personalized with a name or photograph, and as such we cannot accept subsequent presentation of these. They can be shared with others, and thus a ticket is only valid when presented by the ticket holder upon inspection.

Additionally, it is not possible to have an inspection fee annulled based on a receipt or bank statement, as the ticket itself can be shared with other passengers, regard less of who paid for it."

Derpå indbragte klageren sagen for ankenævnet, hvor Metro Service har fremlagt logs fra billetautomaten, der viser, at der med 4 sekunders mellemrum blev udskrevet to billetter a 24 kr.:

TO_CHAR(SALESDetail SALESTRANSACTIOnNO SUNRECEIPTNO TICKETSTOCKTYPE	TICKETSERIALNO	SALESDetail.FAREOPTAMOUNT/100	ARTICLENO	DESCRIPTION			
2025.08.27 10:00:25	936812	766493	2	02402237320530	30	11010310	HT-Voksen 3 zones
2025.08.27 10:13:28	936813	766494	2	02402237320527	100	15010410	CP4 Voksen 24 timer
2025.08.27 10:22:09	936814	766495	2	02402237320524	24	11010210	HT-Voksen 2 zones
2025.08.27 10:22:13	936814	766496	2	02402237320523	24	11010210	HT-Voksen 2 zones
2025.08.27 10:23:48	936815	766497	2	02402237320520	24	11010210	HT-Voksen 2 zones
2025.08.27 10:23:52	936815	766498	2	02402237320519	24	11010210	HT-Voksen 2 zones
2025.08.27 10:26:37	936816	766499	2	02402237320516	30	11010310	HT-Voksen 3 zones
2025.08.27 10:26:40	936816	766500	2	02402237320515	30	11010310	HT-Voksen 3 zones
2025.08.27 10:31:03	936817	766501	2	02402237320514	30	11010310	HT-Voksen 3 zones
2025.08.27 10:36:00	936818	766502	2	02402237320513	24	11010210	HT-Voksen 2 zones
2025.08.27 10:36:03	936818	766503	2	02402237320512	24	11010210	HT-Voksen 2 zones

ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:

Metro Service har i tidligere sager (fx 2022-0144, 2020-0027 og 24-0066) oplyst, at billetter printes separat (så passagererne får hver deres billet, så de ikke er tvunget til at følges hele vejen), at billetskuffen blinker, mens billetterne udskrives, samt at kvitteringen udskrives efter billetterne.

Ved nærmere granskning af kvitteringen fremgår det da også, at de sidste 4 cifre i kortnummeret er et andet end dét kortnummer, som klageren købte sine billetter med. Klageren har således medtaget en forrig kundes kvittering.

Det fremgår af loggen fra den konkrete sag, at der med 4 sekunders mellemrum blev udskrevet to billetter á 24 kr.

Klageren har oplyst, at hun undrede sig over, at automaten ikke printede to billetter, men kun én billet og en kvittering.

Det beroede på klagerens og den medrejsendes eget forhold, at de steg om bord på Metroen uden at være i besiddelse af to gyldige billetter, og at klageren dermed ved den efterfølgende kontrol ikke kunne forevise andet end en kvittering.

En kvittering er ikke gyldig rejsehjemmel, jf. rejsereglernes pkt. 2.6. modsætningsvist, hvorefter kun originale billetter og kort accepteres som gyldig rejsehjemmel.

En kontantbillet købt i en billetautomat er upersonlig og et ihændehaberbevis, der kan benyttes af alle. En billetkvittering eller en bankudskrift er derimod hverken et ihændehaberbevis eller en billet til kollektiv transport.

En efterfølgende indsendelse af sådanne dokumenter kan efter ankenævnets faste praksis ikke medtages i bedømmelsen af, om passageren foreviste gyldig rejsehjemmel ved selve kontrollen. Begrundelsen er den oplagte risiko for at omgå trafikvirksomhedernes mulighed for at sikre billetindtægter, hvis en passager, der ikke viser billet ved kontrollen, kan sende en upersonlig billet (der reelt kunne være blevet benyttet af tredjemand) ind efterfølgende og få annulleret kontrolafgiften.

På denne baggrund finder ankenævnet, at kontrolafgiften blev udstedt og fastholdt med rette.

Ankenævnet bemærker, at pligten til at betale en kontrolafgift ikke er betinget af, at passageren bevidst har handlet i strid med rejsereglerne.

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 trafikkselskaber 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.

PARTERNES ARGUMENTER OVER FOR ANKENÆVNET:

Klageren anfører følgende:

"On August 27, 2025, we bought and paid for two tickets at the ticket machine, which I can prove with my credit card statement. I stood in front of the ticket machine for five minutes until I found out how many zones I needed to purchase. I purchased a ticket for two people. Strangely, the machine printed my receipt first. The ticket machine flashed, we pressed the button, and a ticket came out of the machine. After that, even after waiting and pressing the button for a long time, nothing else came out of the machine. Since I had my credit card statement and the receipt, I assumed that I could show this as proof if I was checked. Unfortunately, this was not the case, and the inspector pointed out that I could claim the receipts from the relevant customer service department. Unfortunately, customer service does not accept this. My credit card statement clearly shows that I paid for two tickets, so I am not prepared to pay a fine for something I did not do. I also stood in front of the machine long enough to be able to say with certainty that no further tickets were printed. I therefore ask you to waive the fine, as I honestly paid for two tickets.

Kind regards, Yvonne Fischer

Accept the credit card statement, as it matches the time on the existing ticket and it is clear that two tickets were paid for. Recognize that the ticket machine was faulty and unfortunately did not print a second ticket. Exonerate me from the fine, as I could not have known that the existing receipt and credit card statement would not be accepted by the ticket inspector."

Indklagede anfører følgende:

"The complainant was issued an inspection fee on August 27th, 2025, at 10:54 a.m. after the metro had left Marmorkirken station and the complainant informed the inspector that she was going to Østerport. The inspection fee was issued as the complainant could not present a valid ticket.

The metro – like other public transport in the Capital Region (and in the rest of Denmark in general) – operates on a self-service system, where it is the passenger's own responsibility, before boarding, to secure a valid ticket or card for the entire journey, and to be able to present a valid travel document upon request. When using public transport, rules and guidelines apply, as stated in the Joint National Travel Regulations applicable at all times, which are available on the. In cases where a valid travel document cannot be presented upon request, it must therefore be accepted to have to pay an inspection fee, which for an adult amount to DKK 750.

2.3. Purchase of travel documents

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

2.4. Use of travel document

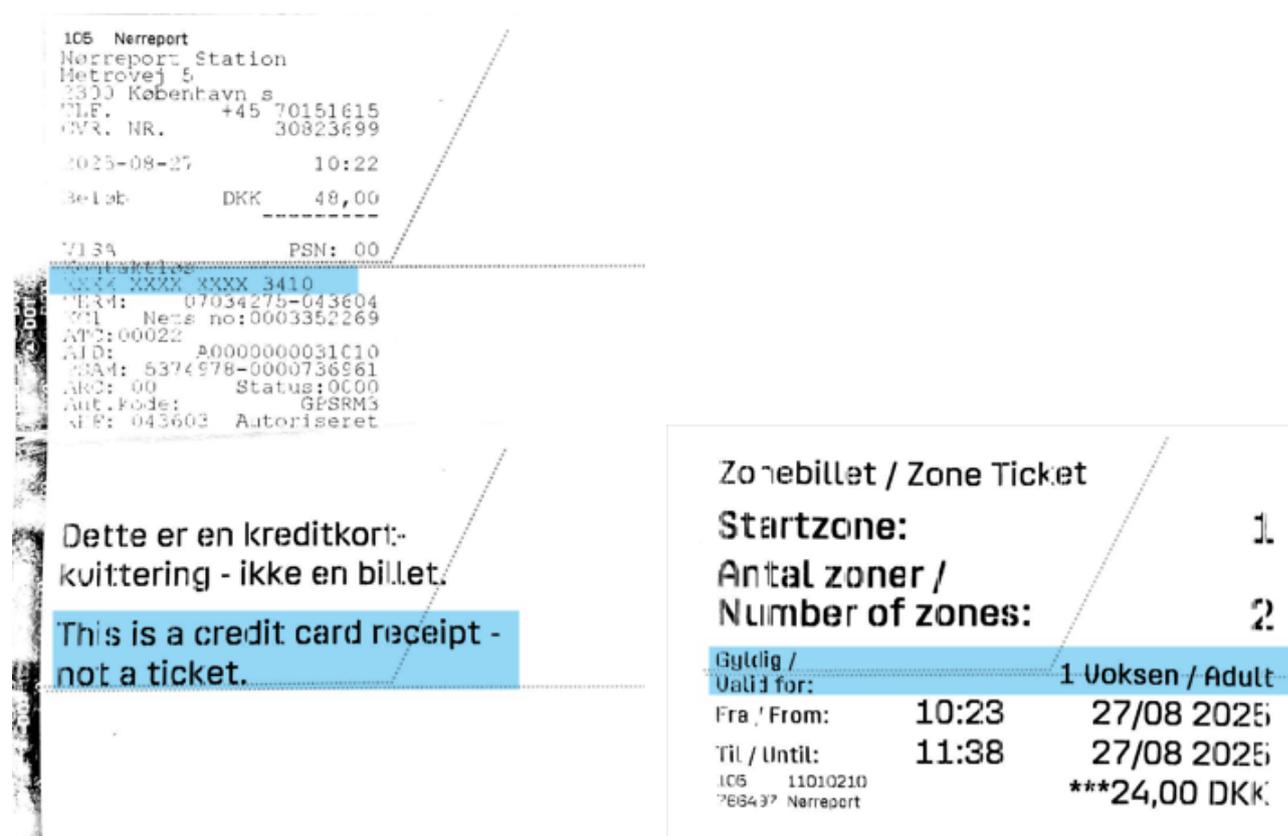
Public transport in Denmark is an open system with widespread self-service, and it is therefore always the customer's own responsibility to have a valid travel document upon boarding, including ensuring that the Rejsekort has been checked in correctly. When receiving the travel document, the customer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

2.7.1. Validity 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 is broken.

The complete Joint National Travel Rules can be seen [here](#).

The complainant wrote in her first inquiry to us, that she purchased two tickets from the ticket machine, and that the payment for two tickets was processed, but the machine only printed one physical ticket. See the 2 prints below received from the complainant:



When you purchase tickets in the ticket machines at the metro, these and the receipt (if chosen) are printed separately, and the light flashes in the 'drawer' into which the tickets/receipt fall until all

documents are printed. All details concerning the ticket, including number of passengers included and validity period, is printed on the front in both Danish and English. All tickets are printed first and a receipt subsequent.

If the complainant had looked at the 2 pieces of paper she took from the machine's 'drawer', she would have immediately realized that one piece of paper was a receipt and the other a ticket for 1 person. On the receipt it is clearly stated that this is not a ticket – and looking on the receipt, the complainant has forwarded, this is not the complainant's receipt, as the receipt is issued 10:22 and the credit card is not belonging to the complainant.

During the case processing in the first instance, the case was investigated in the technical department whether an error on the machine, was detected, which was stated in our email of September 18, 2025, was not the case. Both tickets were printed 4 seconds apart (10:23:48 and 10:23:52).

Attached is documentation received from the technical department.

A ticket bought in the ticket vending machine is not personalized, and as such only valid for bearer at the time of presentation. Anyone can use such a unpersonal ticket and due to this we cannot accept subsequent presentation of these nor presentation of a bank statement.

In the previously mentioned Joint National Travel Rules, at the bottom of section 2.6, it is described as follows:

If a valid travel document cannot be presented upon request during inspection, it will not be possible to get a reduction or cancellation of an inspection fee by a subsequent presentation of travel documents, see section 2.7.5, however, concerning travel without a Commuter card.

We fully understand that it is a very unfortunate situation that the complainant has found herself in, but since we want to treat all our customers equally and in accordance with the Joint National Travel Regulations, we do not consider whether the act was done in good or bad faith, whether it is the first time the customer has received an inspection fee or whether it is a child, a student, a pensioner, a tourist etc. - we only consider that it is the passenger's responsibility - before boarding - to be in possession of a valid ticket or travel document.

Based on the above we maintain that the complainant did not show a valid ticket or travel document when met by inspection and due to this we consider the inspection fee to have been correctly issued and subsequently correctly maintained during case processing at customer service and based upon this we uphold our claim of paying DKK 750,-.

In conclusion, we should point out that the appeal board has previously handled comparable cases, and in all of these cases the defendant company has been found in favor."

På ankenævnets vegne



Lone Bach Nielsen
Nævningsformand