

AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

- Journalnummer:** 23-0169
- Klageren:** XX
2100 København Ø
- Indklagede:** Movia
CVR-nummer: 29 89 65 69
- Klagen vedrører:** Kontrolafgift på 1.000 kr. grundet ugyldigt pendlerkort samt rykkergebyr på 100 kr., og at kontrolløren tog et foto af klagerens ID
- Parternes krav:** Klageren ønsker, at ankenævnet annullerer kontrolafgiften, og gør gældende, at han har mange telefoner, som han overfører sine pendlerkort imellem uden at overskride det tilladte antal delinger, samt at han klagede samme dag, som kontrolafgiften blev udstedt, men ikke hørte noget før en rykkerskrivelse
- Indklagede fastholder kontrolafgiften og rykkergebyret
- Ankenævnets sammensætning:** Nævnensformand, dommer Lone Bach Nielsen
Vibeke Myrtue Jensen
Torben Steenberg
Helle Berg Johansen
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 19. juni 2024 truffet følgende

AFGØRELSE:

Movia er berettiget til at opretholde kravet om betaling af kontrolafgiften på 1.000 kr. og rykkergebyret på 100 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.

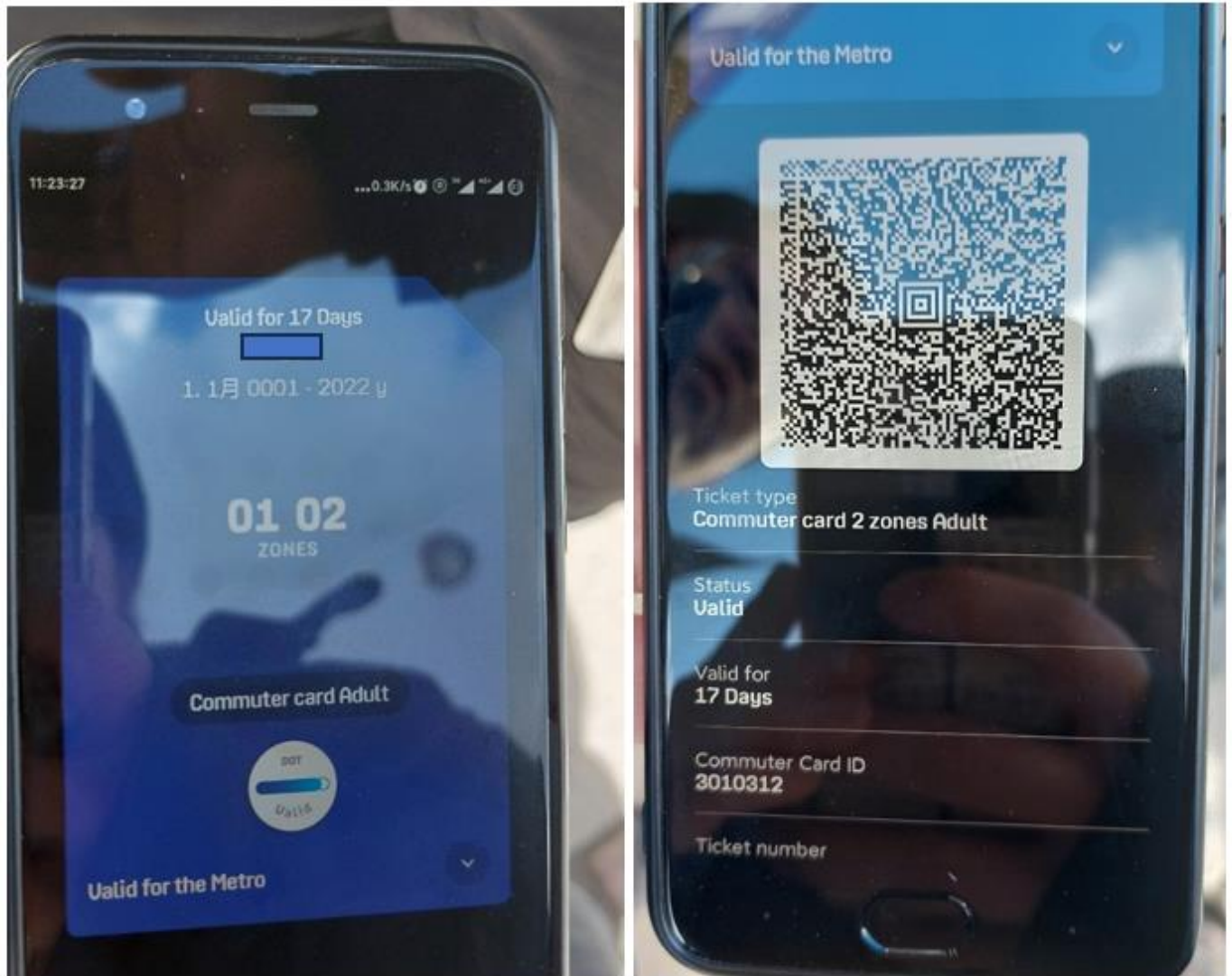
-oOo-

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 forsikringselskab om eventuel forsikringsretshjælp.

SAGENS OMSTÆNDIGHEDER:

Klageren rejste den 15. marts 2023 med buslinje 150S, hvor han ved kontrol af sin rejsehjemmel foreviste dette pendlerkort på telefonen:



Da kontrolløren scannede kortet med sit kontroludstyr, fremkom der imidlertid en meddelelse om, at kortet var ugyldigt, da det var blevet overført til en anden telefon:



Klageren blev herefter pålagt en kontrolafgift på 1.000 kr. I forbindelse med udstedelsen tog kontrolløren et foto af klagerens svenske ID-kort og stillede kontrolspørgsmål for at sikre hans identitet.

Den interne elektroniske kontrolafgift:

Zone	001
Linje	150S
Køretøjs nummer	1170
Stop nummer	28274
Stop	Sølvtorvet
Tur ID	0
Påstigning	15-03-2023 11:19:03
Udstedt dato/tid	15-03-2023 11:25:32
Stået af	15-03-2023 11:28:24
Passager tal	13
Kontrol spørgsmål stillet	Ja
Kunden har forespurgt chauffør	Nej
Jeg har forespurgt chauffør	Nej
Kort inddraget	Nej
Sprog	Ukendt
Årsag	Andet
Bemærkning	Kunden har en DOT billet som viser at kunden har fået overført billetten. Kunden siger han har flere telefoner som han har overført fra.
Id forevist	Andet ID

Ifølge klageren klagede han samme dag over kontrolafgiften via DOT's hjemmeside, men hørte intet, før han modtog en rykkerskrivelse med et rykkergebyr på 100 kr. den 11. april 2024.

Ifølge Movia modtog de ikke nogen klage fra klageren før den 18. april 2023, efter de havde pålagt ham et rykkergebyr den 11. april 2023.

Klageren har ikke fremlagt dokumentation for at have modtaget nogen bekræftelsesmail vedrørende den oplyste klage af 15. marts 2023, men Movia har fremlagt den bekræftelsesmail, de sendte til klageren efter hans klage til dem af 18. april 2023.

Klageren indbragte derpå sagen for ankenævnet, hvor Movia har oplyst, at klageren telefonnummer er blevet blokeret af DSB for misbrug af DOT-appen, fordi han har delt sine pendlerkort flere gange end det tilladte. Movia har videre oplyst, at en anden passager end klageren ved en tidligere lejlighed er blevet pålagt en kontrolafgift i DSB-tog for at forevise klagerens pendlerkort.

Klageren har gjort gældende, at han altid betaler for sine pendlerkort og kun deler dem mellem sine egne telefoner:



← **Purchase history**

FEBRUARY

-  **22. Feb 2023**
Commuter card 2 zones Adult **629.00 DKK**
-  **21. Feb 2023**
2 zones Adult **24.00 DKK**
-  **21. Feb 2023**
2 zones Adult **24.00 DKK**

JANUARY

-  **23. Jan 2023**
Commuter card 2 zones Adult **510.00 DKK**

DECEMBER

-  **24. Dec 2022**
Commuter card 2 zones Adult **469.80 DKK**

NOVEMBER

-  **22. Nov 2022**
Commuter card 2 zones Adult **469.80 DKK**

OCTOBER

-  **24. Oct 2022**
Commuter card 2 zones Adult **469.80 DKK**

SEPTEMBER

-  **26. Sep 2022**
2 zones Adult **24.00 DKK**
-  **26. Sep 2022**
Commuter card 2 zones Adult **469.80 DKK**
-  **16. Sep 2022**
3 zones Adult **36.00 DKK**

AUGUST

-  **22. Aug 2022**
Commuter card 2 zones Adult **469.80 DKK**

JULY

-  **24. Jul 2022**
Commuter card 2 zones Adult **469.80 DKK**

JUNE

-  **24. Jun 2022**
Commuter card 2 zones Adult **469.80 DKK**

MAY

-  **23. May 2022**
Commuter card 2 zones Adult **469.80 DKK**

APRIL

-  **25. Apr 2022**
Commuter card 2 zones Adult **469.80 DKK**

SEKREARIATETS UNDERSØGELSER:

Movia er anmodet om at besvare spørgsmålene (med sort), som de har besvaret (med rødt):

”Vi har modtaget Movias svar i ovennævnte sag, og har brug for, at Movia knytter nogle yderligere kommentarer til bilagsmaterialet. Det fremgår nemlig af høringen af medarbejderen fra DSB, at denne anfører, at data vedrører **2023**, men det er ikke korrekt, hvis man undersøger nærmere. Her er der nemlig tale om **2022-data**.

Vi skal derfor anmode om nærmere forklaring på,

- 1) hvorledes klagerens nummer efter blokering af DSB Fraud for misbrug af DOT-appen i 2022, alligevel har kunnet anvendes i DOT-appen til køb af periodekortet i 2023, som det fremgår af de screenshots, kontrolløren tog af klagerens telefon i bussen den 15. marts 2023?
Klager benytter et andet telefonnummer, hvilket vi desværre ikke fik tydeliggjort. Det beklager vi. Klager skifter telefonnummer og mailadresse. Det er uvist hvor mange telefonnumre og mailadresser klager har registreret. Nedenstående er bare fire telefonnumre klager på et tidspunkt har haft registreret i appen:
55221[xxx]
+1 541583[xxx]
3183[xxx]
9192[xxx]
- 2) hvis/når kundens periodekort bliver ugyldigt i løbet af gyldighedsperioden grundet for mange delinger på andre telefoner, hvorledes kommunikeres dette til kunden? Det fremgår ikke af selve pendlerkortet, ser det ud til, jf. fotos fra kontrollen den 15. marts 2023, hvor der specifikt står, at kortet er *valid for 17 days*, selv om kontrollørens device viser, at kortet er ugyldigt.
DOT oplyser:
”Kunden får ikke besked – ikke andet end at der i handelsbetingelserne står at billetter og kort kan flyttes et begrænset antal gange i gyldighedsperioden.
Det er hhv. 1 gang for gyldige billetter og 5 gange for gyldige pendlerprodukter. Man kan flytte ubegrænset indtil gyldigheden starter. Når kunden forsøger at flytte sit pendlerkort for 6. gang (eller sin billet for 2. gang) så vil det simpelthen blot ikke dugge op i den nye app/telefon, så det vil hverken stå ugyldigt eller andet, det vil slet ikke være der. Hvis kunden vender tilbage til telefon 5, så kan kortet godt stå der fortsat for en kort stund, men det vil scanne ugyldigt i en kontrolsituation, fordi deaktivering allerede er sket ved det 6. overførselsforsøg”.
- 3) Hvilke specifikke telefoner / numre er det aktuelle periodekort blevet delt til og købt fra? De data, der er foreligger i sagen, vedrører delinger i 2022, og er vel ikke relevante for nærværende sagsbehandling.

Det er relevant i forbindelse med at klager påberåber sig uvidenhed. Historikken viser tydeligt, at overførslerne sker hyppigt og systematisk igennem længere tid. Når klager skriver nedenstående, må det samtidig betyde, at klager er opmærksom på reglerne om overførsler af pendlerkort.

I have never forwarded and/or shared my commuter pass. I have been the sole user of the pass throughout its validity. I have not exceeded the allowed limit of transferring my commuter pass between my own phones during its term of validity.

DSB har udstedt en kontrolafgift til en anden person end klager fordi denne har fremvist et overført pendlerkort ved en kontrol i toget. Pendlerkort er personlige, og vi må derfor gå ud fra, at klager er vidende om forholdet. De aktuelle telefoner og det pågældende pendlerkort:

Ovenstående	Ovenstående	Tidspunkt
MI 6 (android 9)	IN2010 (android 11)	01 Jun 2022 - 22:19:01
IN2010 (android 11)	MI 6 (android 9)	24 Jun 2022 - 12:22:32
MI 6 (android 9)	IN2010 (android 11)	27 Jun 2022 - 19:46:09
IN2010 (android 11)	MI 6 (android 9)	24 Jul 2022 - 22:45:36
MI 6 (android 9)	IN2010 (android 11)	29 Sep 2022 - 07:50:53
IN2010 (android 11)	MI 6 (android 9)	24 Okt 2022 - 22:51:52
MI 6 (android 9)	IN2010 (android 11)	28 Okt 2022 - 16:39:44
IN2010 (android 11)	MI 6 (android 9)	22 Nov 2022 - 22:31:45
MI 6 (android 9)	IN2010 (android 11)	25 Nov 2022 - 08:34:39
IN2010 (android 11)	MI 6 (android 9)	11 Dec 2022 - 12:55:24
MI 6 (android 9)	IN2010 (android 11)	12 Dec 2022 - 10:13:48
IN2010 (android 11)	IN2010 (android 11)	14 Dec 2022 - 00:14:02
IN2010 (android 11)	MI 6 (android 9)	25 Dec 2022 - 00:09:49
MI 6 (android 9)	IN2010 (android 11)	26 Dec 2022 - 08:38:57
IN2010 (android 11)	MI 6 (android 9)	23 Jan 2023 - 10:15:25
MI 6 (android 9)	MI 6 (android 9)	23 Jan 2023 - 10:25:25
MI 6 (android 9)	IN2010 (android 11)	24 Jan 2023 - 08:08:17
IN2010 (android 11)	MI 6 (android 9)	20 Feb 2023 - 22:01:55
MI 6 (android 9)	MI 6 (android 9)	21 Feb 2023 - 07:21:05
MI 6 (android 9)	IN2010 (android 11)	23 Feb 2023 - 09:13:27
IN2010 (android 11)	MI 6 (android 9)	15 Mar 2023 - 13:46:21
MI 6 (android 9)	Xiaomi MI 6 (Android 9)	24 Maj 2023 - 04:57:49

ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:

Det kræver en nærmere granskning af de tekniske logs for at følge klagerens deling af pendlerkort, hvilket ligger uden for ankenævnets kompetence. Men ankenævnet lægger til grund, at da klageren rejste med buslinje 150S den 15. marts 2023, viste kontrollørens udstyr, at pendlerkortet på klagerens telefon var ugyldigt.

Kontrolafgiften for at forevise et ugyldigt pendlerkort den 15. marts 2023 blev dermed pålagt med rette.

Ankenævnet er blevet oplyst om, at kunden ikke underrettes direkte om en deaktivering, hvilket er årsagen til, at klagerens telefon viste et pendlerkort, hvor der stod, at kortet var gyldigt i endnu 17 dage.

Ankenævnet anbefaler derfor, at udviklerne af appen orienteres om, at det ville være mest korrekt, hvis det også vises på kundens pendlerkort, når dette deaktiveres.

I forbindelse med kontrollen anmodede kontrolløren klageren om at vise ID, hvilket er i overensstemmelse med lov om trafikkselskaber § 29, hvorefter en passager, der skal pålægges en kontrolafgift skal legitimere sig for at sikre den pågældendes identitet. I de tilfælde, hvor passageren nægter at legitimere sig, kan politiet blive tilkaldt til brug for identifikation af passageren.

Den omstændighed, at kontrolløren fotograferede klagerens ID-kort ligger efter ankenævnets opfattelse inden for rammerne for kontrollørens beføjelser til at sikre kundens identitet, men den endelige afgørelse af håndteringen af data henhører under Datatilsynet.

Klageren har gjort gældende, at han modtog en bekræftelse fra DOT om at have klaget den 15. marts 2023, men har ikke fremlagt nogen dokumentation herfor. Ankenævnet kan derfor ikke lægge til grund, at han klagede til Movia før den 18. april 2023, hvor der allerede var sendt en rykkerkrivelse med et rykkergebyr på 100 kr., hvilket var i overensstemmelse med Rentelovens § 9, b stk. 1 og 2.

Herefter er Movia berettiget til at opretholde kravet om klagerens betaling af 1.100 kr., idet ankenævnet finder, at der ikke har foreligget sådanne særlige omstændigheder, at kontrolafgiften skal frafaldes.

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.

Fra Pkt. 2.4.2: Rejsehjemlen er kun gyldig på det telefonnummer, hvortil den er bestilt og må ikke videregives og/eller deles. Dog kan en kundeprofil på DSB-app eller DOT app overføres til en anden mobiltelefon end den købet er foretaget på 5 gange i mobilproduktets gyldighedstid, eller mobilproduktet kan gendannes på en ny telefon ved bekræftelse af en verificeringsmail.”.

PARTERNES ARGUMENTER OVER FOR ANKENÆVNET:

Klageren anfører følgende:

"I am writing to appeal the inspection fee that I received on 15th March while travelling on your bus service. I believe there has been a misunderstanding and subsequent mistakes in the handling of this matter. I would like to provide a detailed account of the events and present the facts to support my appeal.

On 15th March, I was in possession of a valid ticket for my entire journey, which I promptly showed to the chauffeur upon boarding the bus. The inspectors on the bus even took photos of my ticket as evidence. However, I received no response to my initial complaint, which I submitted on 15th March through the designated contact form at <https://dinoffentligetransport.dk/kundeservice/service/kontrolafgift/kontrolafgift-i-bussen/inspection-fee-bus/contact-form-inspection-fee-in-busses/>, where I enclosed my ticket and invoice, clearly demonstrating that I was the buyer and user of the ticket. I was promised a reply in 3 weeks but did not receive it.

Subsequently, I received a notice indicating that my fine had been increased from 1000 DKK to 1100 DKK, while I was still awaiting a response to my initial complaint. I believe that technical issues may have prevented the filing of my complaint. That is why I contacted Movia as soon as I saw the added reminder fee. During the communication with Movia, I was accused of having shared my commuter pass too many times. Here I must firmly state that all accusations against me are completely false. I have never forwarded and/or shared my commuter pass. I have been the sole user of the pass throughout its validity. I have not exceeded the allowed limit of transferring my commuter pass between my own phones during its term of validity.

Furthermore, during the inspection, there were several aspects that raised concerns regarding the conduct of the inspectors.

Firstly, the inspector asked for my ID under the pretence of checking the validity of my ticket but proceeded to issue the fine without informing me beforehand. This action constituted unauthorised use of my personal ID.

Secondly, I was instructed by the inspector to state my case by scanning a QR code on a ticket they provided, which I later discovered only led to a payment link. Despite explaining the issues I was facing with my internet connection, the inspector did not provide me with any contact information before leaving. This lack of clear and effective communication was frustrating and made it difficult for me to address the situation appropriately.

Lastly, I was disadvantaged by information inequality as the fine ticket was entirely in Danish, a language I do not understand. This lack of accessible information, coupled with the incorrect information and misleading instructions provided by the inspector, likely resulted in the issuance of the fine.

I want to emphasise that I am willing and committed to providing any evidence or clues that may assist in the resolution of this matter. I believe that a thorough examination of this evidence will shed light on the discrepancies and prove my innocence. To support my case, I would like to provide the following evidence:

1. all receipts of my tickets;
2. complete purchase history of all my tickets;
3. all instances of transferring my commuter pass, and a detailed case description of each;
4. correspondence with Movia;

with additional information that may assist in swiftly resolving this issue:

1. the inspectors had taken a photo of the ticket on my phone during the inspection;
2. on 16th March, my ticket was checked again on the same route and was found to be perfectly valid, which could be verified from your inspection record.

I appreciate your attention to this matter and reaffirm my commitment to cooperating fully in order to resolve this issue promptly. I am prepared to provide any additional information or evidence that may be required.

In lodging this appeal, my primary objective is to seek a fair and just resolution to the issues at hand. I kindly request the following:

1. The cancellation of the inspection fee, as I possessed a valid ticket for the entire journey and adequately demonstrated this fact.
2. An opportunity to present all evidence and information I possess that supports my claims of innocence.
3. A thorough investigation into the unauthorised use of my personal ID and appropriate actions taken to prevent such incidents from occurring in the future.
4. A satisfactory explanation for the potential discriminatory behaviour exhibited, and the inconvenience and distress caused.
5. An appropriate apology and compensation for my financial, moral, and work-related losses due to this incident.
6. Adequate measures to ensure clear and effective communication between inspectors and passengers, avoiding misleading instructions and providing information in a language accessible to all."

Indklagede anfører følgende:

"This is Movias reply to inspection fee 824190. Inspection fee issued based on failure to present a valid ticket upon inspection.

Based on the joint national travel regulations, data regarding mobile tickets, the inspector's observation made during inspection Movia and DSB's observations Movia maintains the inspection fee. We enclose previous correspondence and attachments.

Background

A valid ticket is a customer's documentation of the right to be transported in public transport. According to the principle of self-service it is the passenger's own responsibility to have a valid ticket and to be able to present it at the inspector's request.

A Commuter Pass is a product with a fixed priced. The Commuter Pass is a valid travel document for unlimited travel for the period and in the zones printed on the Commuter Pass. It is the customers own responsibility to ensure that the Commuter Pass is correctly issued and are valid for the entire journey and the area to be travelled in.

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.

2.4.2. In particular concerning use of mobile products

The travel document is only valid for the phone number to which it was ordered and may not be forwarded and/or shared.

Five times during the mobile product's term of validity, however, a customer profile on the RejseBillet app, DSB app or DOT app can be transferred to another mobile phone than the one on which the purchase was made, or the mobile product can be restored on a new mobile phone, on confirmation of a verification email.

With the purchase of mobile products, the terms and conditions for each product are accepted. The applicable terms and conditions are set out on the individual companies' web-sites.

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.

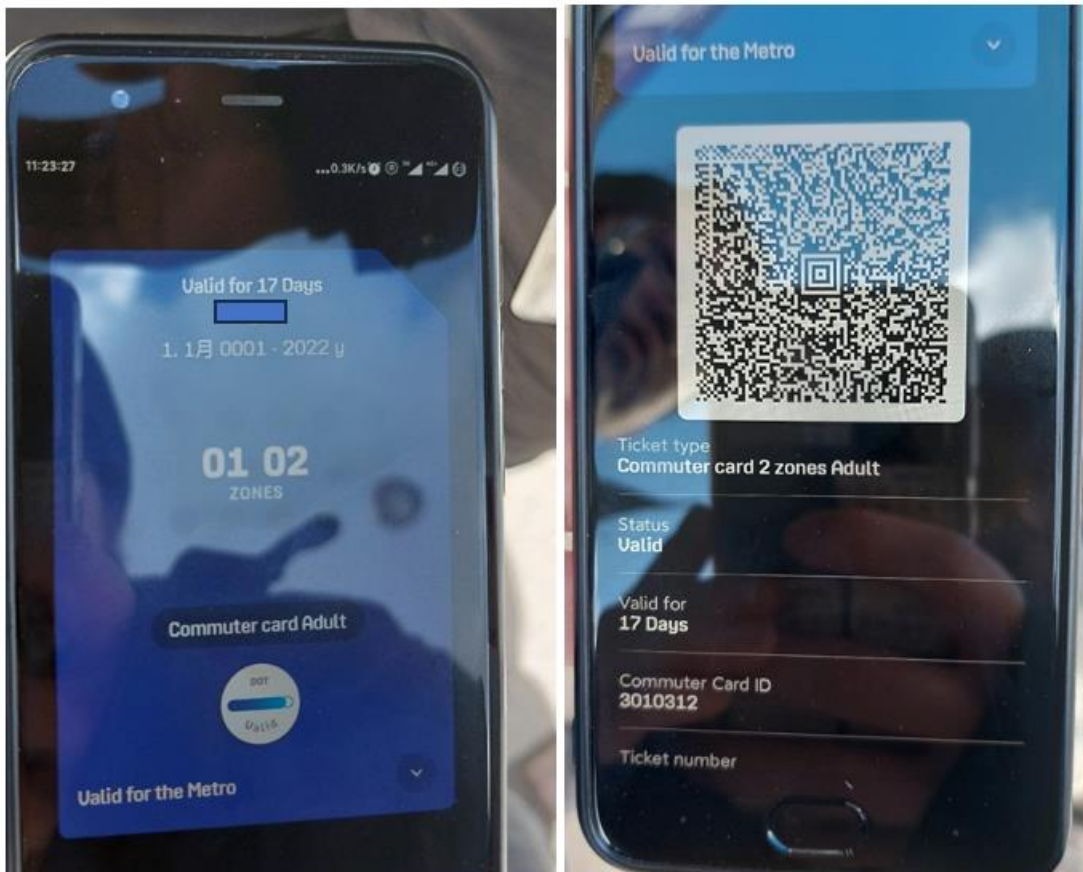
2.8. Misuse of travel document

A travel document may not be misused. It is considered misuse, for example, the travel document has been forged, shared, or forwarded.

Misuse of the travel document may constitute a criminal offence. Misuse will result in the travel document being confiscated, the matter being reported to the police, and that the company may claim compensation in addition to the general inspection fee. In the case of misuse of mobile tickets, where there is reason to suspect misuse or infringement of the rules, both the sender and recipient of the travel document may be prosecuted and/or blocked for the future purchase of mobile tickets/cards.

The inspection fee

Ticket inspection takes place in bus line 150S. Upon enquiry complainant presents a Commuter Card. The Commuter Card turns out to be invalid as it has been transferred to another telephone:



Complainant is not in possession of a valid ticket and an inspection fee is issued cf. the applicable travel regulations.

Comments and decision

We can see that the telephone number has been deactivated several times and data transferred from one telephone to another:

Status	Kunde Nr.	Telefonnummer	Fornavn	Efternavn
Blokeret	264 048	+45 91 88	*	
Blokeret	511 294	+45 91 88	*	
Deaktiverede	264 775	+45 91 88	*	
Deaktiverede	178 153	+45 91 88		
Deaktiverede	523 618	+45 91 88	*	
Deaktiverede	968 244	+45 91 88	*	
Deaktiverede	426 904	+45 91 88	*	
Deaktiverede	062 798	+45 91 88	*	
Deaktiverede	878 959	+45 91 88	*	
Deaktiverede	038 624	+45 91 88	*	
Deaktiverede	891 970	+45 91 88	*	
Deaktiverede	395 863	+45 91 88	J	
Deaktiverede	200 109	+45 91 88	J	
Deaktiverede	761 108	+45 91 88	*	

The telephone number has subsequently been blocked by DSB:

Gennemført	Kundebløkering tilføjet	Bruger blokeret pga. misbrug af DOT app jf. forbehold i handelsbetingelser. Må ikke genåbnes. DSB Fraud
Gennemført	Oprettet intern note	Kunden deler sit pendlerkort med flere personer. En er taget i toget 22/4-22. DSB Fraud

Comments and decision

In connection with the issuance of an inspection fee, questions may be asked to establish an identity. This is normal practice in connection with the issuance of an inspection fee. These questions are to prevent misuse of identities.

Issuing inspection fees and ensuring that we as an authority issue these to the right person, is an important task, cf. Act on transport companies § 29. Asking personal questions is therefore part of our exercise of authority as a transport company. Movia is authorized in the data protection act to ask relevant questions. Our legal basis is the data protection regulation, Article 6, subsection 1 e) (for "ordinary" information) and the Data Protection Act § 11, subsection 2.

When an inspection fee is issued, we have no reason to believe that it is anything but a regrettable mistake, but on the other hand, Movia has no way of assessing whether the missing travel document is due to a mistake, attempt at deliberate cheating, oversight, or other things.

An inspection fee is not conditional on whether a customer have deliberately tried to evade payment or whether there are errors or misunderstandings, but only if the customer can present a valid ticket during inspection.

Upon inspection complainant did not show a valid ticket. Based on the number of transfers and deactivated user profiles we cannot help but think that complainant is fully aware of the missing valid ticket (see attached document) and the inspection fee is rightly imposed.

It is an area with a high risk of circumventing the rules on being able to present a valid ticket if it is accepted that you can transfer your ticket to someone else but still use it as your own.

Hertil har klageren gjort gældende:

"I have carefully reviewed the attachments you provided and would like to offer additional information to address the concerns raised. Please find my following responses to each of the documents, where I attempt to provide clarity and context regarding the issues discussed.

[23-0169. Inspection fee](#)

The images in Danish on the first page are unfortunately unreadable to me. However, I can confirm the photos on the second page, except that the last photo was never presented to me.

Nevertheless, as the last photo shows, by the time of inspection, the ticket had only been transferred once from my other phone to the one in use, which is the reason why I was able to present my ticket to the chauffeur and the inspectors. The time corresponds with my attached transfer record (3_transferRecord1.pdf). After the inspection, to double-check the validity of my ticket, I logged out and in again, as shown by my second transfer record (4_transferRecord2.pdf).

Please find attached my ticket (1_ticket.pdf) which I showed to the chauffeur and inspectors when I boarded the bus, and the purchase receipt (2_receipt.pdf), which clearly demonstrates that I am the buyer and user of the ticket.

In addition, on 16th March 2023, my ticket was checked again on the same route and was found to be perfectly valid, which could be verified from inspection record. I am sorry to point out that this piece of fact, even requested in my last letter, was not presented by Movia.

If Movia must insist that my ticket was invalid by the time of inspection regardless of what potential technical error there might exist, there had been no sign at all for me as a user to get well informed to make sure my ticket was valid before receiving a fine.

[23-0169. Korrespondance](#)

I acknowledge the English part of the correspondence but have not been shown the content in Danish.

For your convenience, I am attaching my version of the correspondence (5_correspondence.pdf) for potential cross-comparison.

[23-0169. Transferred user profiles](#)

Firstly, I would like to express my gratitude to Movia for presenting these records. I believe they may have significantly contributed to the misunderstanding. I would like to highlight the following points:

1. I do not recognise these transfer records provided.
2. The listed time was not in my ticket period. They are not even in the same year.

3. I do not recognise the listed devices. I have only Android phones and only frequently use two of them. I have never processed any iPhone in my entire life.

4. I do not recognise the photos on page 4. I have never processed any iPhone, and I have never taken any DSB train. Since my ID was taken during the inspection and enclosed in 23-0169. Inspection fee, I do hope Movia can provide to the board with the taken photo of ID while this fine on the train was issued to evidence my innocence.

Additional information

In the correspondence (5_correspondence.pdf), in the last email I received, Movia claimed that “Our mobile service informs us that you bought a pass with zone 1 and 2 on the 06.03.2023. That card became disabled on the 04.04.2023, since it was transferred countless of times. On the 25.04.2023 you were blocked by DSB because of fraud with commuter pass.” However, as my attached receipt (2_receipt.pdf) and notification (6_blockNotification.pdf) show, my last ticket was bought on 22.02.2023, valid from 23.02.2023 till 01.04.2023, and my account was not blocked until 10.11.2023. This mistaken timeline could have significantly contributed to the biased decision-making process.

In addition, during the inspection, I was disadvantaged by information inequality. This lack of accessible information, coupled with the incorrect information and misleading instructions provided by the inspector, likely resulted in the issuance of the fine.

Regarding the unauthorised use of my personal ID, I have no objection and was fully willing to identify that I was the user and buyer of my ticket, but the inspector asked for my ID under the pretence of checking the validity of my ticket but proceeded to issue the without prior notice. This, I contend, constitutes exceeding the authorised use of my personal ID.

The records provided by Movia in 23-0169. Transferred user profiles remind me of a time when I had to log in periodically to access my ticket, a practice that ceased after I changed my email and phone number. I do trust that appropriate action has been taken for any misuse during that period.

I understand the importance of maintaining the integrity of the ticketing system, and I assure you that my intention has always been to abide by the rules. Here I enclose my purchase history of tickets (7_purchaseHistory.pdf), simply to demonstrate that I have been trying my best to abide by the rules regarding but not limited to zones and times. However, I believe there might be some misunderstanding or even prejudice leading to biased decisions, and the evidence I present aims to shed light on the discrepancies that have arisen, and I remain committed to providing any further information required for a comprehensive review. In reiterating my requests from the previous appeal letter, I kindly ask for:

1. The cancellation of the inspection fee, considering the valid ticket and the outlined discrepancies.
2. A thorough investigation into the unauthorised use of my personal ID and appropriate actions taken to prevent such incidents from occurring in the future.
3. A satisfactory explanation for the potential discriminatory behaviour exhibited, and the inconvenience and distress caused.
4. An appropriate apology and compensation for my financial, moral, and work-related losses due to this incident.
5. Adequate measures to ensure clear and effective communication between inspectors and passengers, avoiding misleading instructions and providing information in a language accessible to all.

I appreciate your attention to this matter and remain committed to providing any further information required for a comprehensive review. I trust that, with the additional information I have provided, we can reach a fair and just resolution. Thank you again for your time and consideration.”

Til dette har Movia svaret:

“Complainant has shared his Commuter Card numerous times and has been blocked for further purchases. Complainant then uses a different telephone number to purchase and transfer Commuter Cards. This number has also been barred.

On one occasion that we know about another person received an inspection fee issued by DSB for presenting a transferred Commuter Card belonging to complainant.

The inspection fee has been rightly imposed and Movia has no further comments.”

På ankenævnets vegne



Lone Bach Nielsen
Nævnensformand