

AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

Journalnummer:	24-0402
Klageren:	XX på vegne af datteren YY 2300 København S
Indklagede: CVR-nummer:	Metroselskabet I/S v/Metro Service A/S 21 26 38 34
Klagen vedrører:	Kontrolafgift på 750 kr. grundet rejse på et Rejsekort Pendler Kombi til kundetypen barn, selv om passageren var fyldt 16 år
Parternes krav:	Klageren ønsker, at ankenævnet annullerer kontrolafgiften, og gør gældende, at Rejsekortets udløbsdato er i oktober 2025, hvilket de regnede med betød, at datteren kunne rejse på kortet indtil udløbsdatoen. Derudover blev der ikke givet nogen information fra rejsekortsystemet til datteren om at ændre kundetypen til voksen, da hun fyldte 16 år, og Rejsekortet burde derfor være blevet spærret automatisk, når datteren fyldte 16 år, så hun ikke kunne rejse på det Indklagede fastholder kontrolafgiften
Ankenævnets sammensætning:	Nævnshoved, 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 7. maj 2025 truffet følgende

AFGØRELSE:

Metro Service er berettiget til at opretholde kontrolafgiften på 750 kr., og skal sende 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.

- oOo -

SAGENS OMSTÆNDIGHEDER:

Klagerens datter havde et Rejsekort Pendler Kombi, der er personligt, til kundetypen "barn". Der var ikke nogen automatisk fornyelsesaftale på kortet, hvorfor det skulle fornyes manuelt efter hver periodes udløb.

Klagerens datter fyldte 16 år den 13. marts 2024, og skulle fra den dato rejse som kundetypen "voksen".



Almindeligvis sker der dét, når en kunde fylder 16 år og har et Rejsekort Personligt, at rejsekortsystemet sender en mail om at huske at ændre kundetype til voksen.

Imidlertid var der en aktiv pendlerperiode i gang på klagerens datters Rejsekort, da hun fyldte 16 år. I sådanne tilfælde fejler den robot, der automatisk udsender mails, og kunden kommer på en fejlliste, der håndteres manuelt i regi af Rejsekort, hvorefter der udsendes en mail om at ændre kundetypen. Klageren har oplyst, at de ikke har modtaget nogen mail om at ændre kundetype.

Dette er bekræftet af Rejsekort Datawarehouse, der har oplyst, at de kan se, at der ikke har været sendt nogen kommunikation til klagerens datter i forbindelse med hendes 16-års fødselsdag.

Rejsekort har oplyst, at kortet er blevet fornyet manuelt seks gange efter fødselsdagen, og hver gang til kundetypen "barn".

Den 25. september 2024 rejste klagerens datter med Metroen, hvor der var kontrol af hendes rejsehjemmel. Da stewarden kunne se, at hun rejste med forkert kundetype, udstedte han en kontrolafgift på 750 kr.

Metro Service har oplyst, at de kan se af rejsekorthistorikken, at datteren har foretaget mere end 250 rejser siden sin fødselsdag, hvor der kun er betalt ½ pris af det, hun skulle have haft betalt, fordi børn rejser til ½ pris af voksne.

Klageren anmodede efterfølgende Metro Service om at annullere kontrolafgiften, fordi de regnede med, at den udløbsdato i oktober 2025, der stod på kortet (klageren har fejlagtigt oplyst okt.

2024), betød, at datterens kort ville være gyldigt indtil denne dato. De havde ikke modtaget nogen besked om at ændre kundetype, da datteren fyldte 16 år:

”

My daughter is 16 and received this fee because she had a kid card, we didn't know we had to transform the card in youth card.

We did it today.

Please consider to cancel this fee, we paid also another fee 2 weeks ago, because the card didn't work when my daughter did the check in. She uses the card many times per day and now I will do as soon as I can a commuter card, I knew today about that.

We need an help. I hope you can understand.

I would inform you that my daughter card was expiring in October 2024 and I didn't know that I had to changed before and also that it was a combi without cpr number, that now I transformed with the help of your colleagues in youth card Please consider this

Metro Service fastholdt kontrolafgiften, da klagerens datter havde rejst på kortet efter at være fyldt 16 år:

”

I am very sorry, but I cannot reduce or cancel the inspection fee, as it was issued on correct grounds. Once you have turned 16, it is no longer permitted to travel on children's tickets and cards. You can find more information here: [How to travel with children on bus, train, and metro \(dinoffentligetransport.dk\)](https://dinoffentligetransport.dk)

Like all other means of public transportation in the greater Copenhagen area, the Copenhagen Metro has a self-service system, where the passenger is responsible for being in possession of a valid travel document. For good measure, I have to inform you that it is considered abuse of the travel document to travel on a different customer category than what one is entitled to.

I understand that this was probably a very regrettable oversight, and of course, it is unfortunate to receive an inspection fee when you are not purposefully attempting to evade paying for the fare, however, it is not possible for us to take the intention of the passenger and good faith into consideration. Likewise, we cannot make exceptions based on a customer's travel history and previous purchases. That type of distinction is impossible to enforce fairly and consistently both for our stewards, and for ourselves, as we cannot look into previous travel history or the passenger's intent with any kind of certainty.

As stated in our earlier correspondence, we adhere to our claim as we maintain the inspection fee was issued on correct grounds. It is considered misuse of the travel document to travel on a different customer category than one is entitled to.

As a transport company, we are obligated to treat all our passengers equally, and we can only review whether the inspection fee in question has been correctly issued, and if there are any special circumstances regarding the case that could influence whether the inspection fee should be maintained. In this specific matter, we do not find such special circumstances that this particular fee can be cancelled or reduced.

Dette fik klageren til at skrive igen, at Metro Service ikke havde læst hans sag ordentligt:

”

From your letter I can understand that you didn't examine my case.

Because metro company responsibility for the bad and wrong communication is obvious. It is written in your communication when you sell a kombi card expiring in October 2024 as [REDACTED] could use it till that date. So this wrong communication done by metro could not generate a fine, you need to fixed that also because it could generate other problems with other customers.

We show your communication to other stakeholders and everyone agree that need to change that as soon as possible.

I ask that your legal department look into my case, so in the future other people don't pass by this unfair fine and I will contact a lawyer.

Metro Service fastholdt dog stadigvæk deres standpunkt:

”

It is of course regrettable to read that you do not agree with our decision. Unfortunately, we still do not have the option of cancelling [REDACTED]'s inspection fee as it has been issued correctly and in accordance with the Joint National Travel Regulations. <https://www.rejsekort.dk/-/media/dms/Joint-National-Travel-Regulations.ashx>

It is correct that [REDACTED] rejsekort expires in October 2024 and that [REDACTED] can use the rejsekort until this time, but she is still responsible for correcting the customer type when turning 16. It is considered abuse of the travel document to travel on a different customer category than what one is entitled to, and it is solely the customer's responsibility to travel on the correct customer type.

It is therefore not a matter of incorrect information. Public transport in Denmark, is based on a self-service principle. For you, as a passenger, it means that you are solely responsible for familiarizing yourself with the travel regulations and for ensuring that you have a valid ticket that can be presented at all times throughout your journey, in case of an inspection.

”

Derefter indbragte klageren sagen for ankenævnet.

Sekretariatets undersøgelser:

Rejsekort A/S er blevet stillet de nedennævnte spørgsmål:

”I forbindelse med ankenævnets afgørelse af ovennævnte sag, har vi brug for nogle flere oplysninger om kundens Rejsekort nr. [xxxx].

Der er tale om et Rejsekort Pendler Kombi med kundetyperen ”Barn”, hvor kortholderen fyldte 16 år den 13. marts 2024

- 1) Kan det oplyses, om der på dette tidspunkt var en aktiv periode på kortet?
- 2) Hvis ja, indebar det så at den robot, der automatisk udsender mails, fejlede?
- 3) Hvis ja, kom sagen på en fejlliste, der håndteres manuelt?
- 4) Hvis ja blev sagen håndteret med udsendelse af en mail om at ændre kundetyperen?
- 5) Hvis nej til ovenstående, hvad var så forløbet, og blev der på noget tidspunkt sendt en mail om at ændre kundetype?
- 6) Er det muligt at se nogle logs på, hvad der reelt har fundet sted? ”

Rejsekort A/S, Datawarehouse har svaret følgende:

”Jeg har sendt dine spørgsmål forbi datawarehouse, som danner data til robotten.

De svarer, at der var et aktivt periodeprodukt på kortet, da kunden fyldte 16 år.

Derfor er kunden ikke sendt til robotten, da den i så fald ville fejle.
Kundetypen er derfor ikke ændret og der har ikke været kommunikation til kunden i forbindelse med fødselsdagen.

Jeg har også spurgt [Rejsekort Kundecenter] om der eventuelt er sager i [deres sagsbehandlingssystem] i forbindelse med ændring af kundetype.

[Rejsekort Kundecenter] skriver:

" 26. september 2024 er der noteret dette på kunden:

Ændret KDtype [kundetype] til ung

Kunden har desuden fået en mail med følgende tekst:

Kære [klagerens datters navn]

Tak for din henvendelse af 26-09-2024.

Som aftalt på telefon, har jeg nu bestilt tilbagebetaling af perioden på dit Rejsekort med Pendler Kombi med kortnummer 308430 206 194 [xxxx], da du er fyldt 16 år og ikke kan stå mere som kundetype 'barn'

Perioden på dit Rejsekort kan ikke længere bruges fra den 26-09-2024

Du kan naturligvis stadig bruge dit Rejsekort, som et Rejsekort Personligt, helt som du plejer. Du kan altid bestille en ny periode på samme kort, hvis du på et senere tidspunkt får brug for det.

Vi har aftalt der bliver lavet et check ind og ud efter kl 17 så hvis i kan ringe ind igen inden kl 18, kan vi ændre kundetype til 'ung' med det samme. Jeg har også ændret mailadressen så den står korrekt på begge profiler "

Rejsekort er endvidere blev bedt om at undersøge, om der har været købt nye perioder efter, at kortholderen fyldte 16 år i marts 2024, og hvis ja, om fornyelsen skete via selvbetjeningen eller har der været automatisk fornyelse af perioderne.

Rejsekort har svaret:

Der er foretaget 6 fornyelser af periodekort efter kunden fyldte 16 år:

Reg. udstyr dato/kl. ▼	Handling	Transakt.type	Lokation	Udstyr / -nr.	Produkttype	Transakt.beløb
13-09-2024 08:11:01	Periodekort fornyet	Salg af periodekort	Vestamager St.	MET_Vea_RVM_101 - 047019	DOT Pendler Kombi m. Metro	255,00
13-08-2024 07:49:21	Periodekort fornyet	Salg af periodekort	Vestamager St.	MET_Vea_RVM_101 - 047019	DOT Pendler Kombi m. Metro	255,00
08-07-2024 10:40:21	Periodekort fornyet	Salg af periodekort	Vestamager St.	MET_Vea_RVM_101 - 047019	DOT Pendler Kombi m. Metro	255,00
03-06-2024 19:33:02	Periodekort fornyet	Salg af periodekort	Rådhuspladsen St.	MET_Rhp_RVM_101 - 049985	DOT Pendler Kombi m. Metro	255,00
26-04-2024 17:29:48	Periodekort fornyet	Salg af periodekort	Vestamager St.	MET_Vea_RVM_101 - 047019	DOT Pendler Kombi m. Metro	255,00
26-03-2024 13:02:04	Periodekort fornyet	Salg af periodekort	Ørestad St.	MET_Øre_RVM_101 - 047018	DOT Pendler Kombi m. Metro	255,00
24-02-2024 13:27:12	Periodekort fornyet	Salg af periodekort	Vestamager St.	MET_Vea_RVM_101 - 047019	DOT Pendler Kombi m. Metro	255,00

Ingen af fornyelserne er sket via automatisk fornyelse.

På transaktionerne står værdien til "False" i feltet "Fornyelsesaftale, hvilket betyder at der ikke er en fornyelsesaftale på kortet.

Kunden har således selv fornyet periodeprodukterne

E-pung transakt.serv.m	1000
E-pung årlig forbrug	184,38
E-pung årlig forbrugsstatus	Deaktiveret
E-pung årlig maks. forbrug	0
Fornyelsesaftale	False
Fornyelsesaftale udløber	
Forretningsdato transaktion	26-03-2024 00:00:00
Gebyr	0
Gyldighedsdato kundetype 1	01-01-2038 00:00:00
Gyldighedsdato kundetype 2	
Gyldighedsdato produkt	
Handlingstype	Periodekort fornyet

I forbindelse med ankenævnets behandling af sagen, er Metro Service blevet bedt om at undersøge, hvilken information rejsekortsystemet gav til klagerens datter, når hun fornyede perioderne i rejsekortautomater (RVM) til kundetypen barn, selv om hun var fyldt 16 år.

Metro Service har svaret:

"Vi har forsøgt at finde ud af en måde at fremskaffe det flow på en RVM som ankenævnet har anmodet om, men det lader til at være en umulighed.

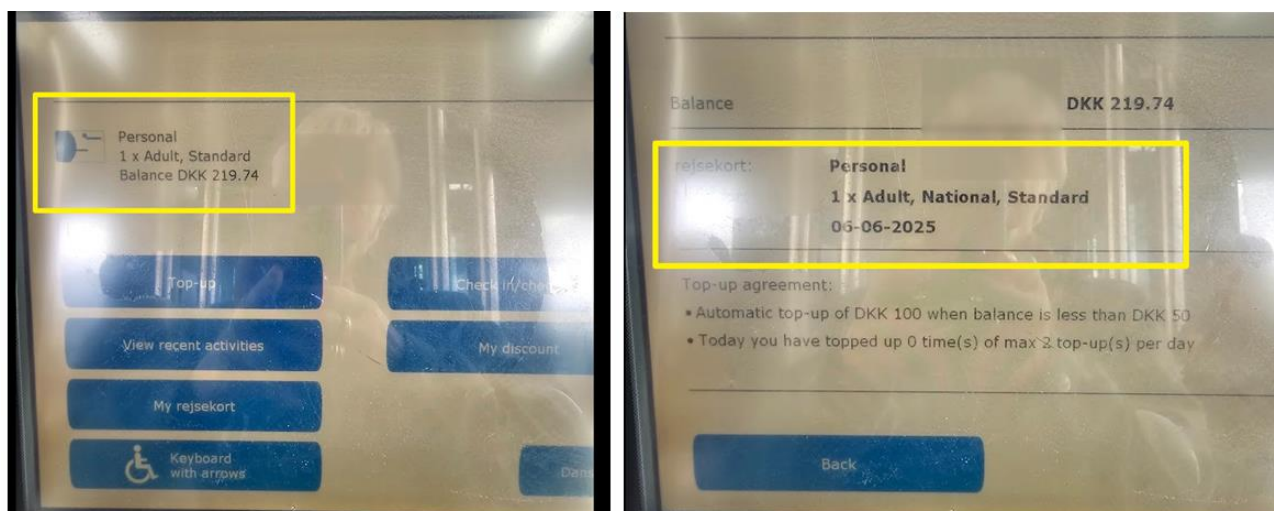
Vi har været i kontakt med Rejsekort Rejseplanen A/S (herunder Fraud) i håb om at de kunne kreere et test-kort/testprofil af en person over 16 år, med et personligt pendler/kombi-kort og som ikke havde ændret kundetype fra barn til ung/voksen, og derefter teste og dokumentere flow'et på en RVM, men heller ikke Rejsekort Rejseplanen A/S har kunne levere et sådan.

Rejsekort Rejseplanen A/S har oplyst, at RVM'erne 'kun' er automater i den forstand, at der ikke er adgang til egentlig persondata på RVM'erne men udelukkende til en begrænset mængde information om fx kort-saldo, seneste rejsehistorik o.l.

MEN, når man lægger sit kort i den blå kortlæser på RVM'en får man oplysning om hvilken type kort og kundetype man er ved at foretage en handling på/for. Den samme oplysning får man når man vælger 'Top-up'.

Vi har været forbi en RVM på en station og har foretaget nogle forskellige valg på et almindeligt personligt rejsekort tilhørende en voksen for at illustrere hvilke muligheder og oplysninger en kunde får tilbudt på RVM'en, se også den vedhæftede PDF-fil.

Da klagerens datters rejsekort er blevet tanket-op/fornyset flere gange mellem tidspunktet for hendes 16 års fødselsdag i marts '24 og frem til afgiften i ultimo september '24, har det været muligt på RVM'en at se, at kortet stadig var et barnekort:



sine henvendelser har klageren flere gange gjort gældende, at han ikke mener, at det er forældrene der har pligt til at ændre kundetype fra barn til ung/voksen når deres barn fylder 16, til trods for at det er hvad der fremgår af såvel kortbestemmelser som rejseregler.

Vi har hentet dokumentation fra Rejsekorts backoffice-system. I systemet ligger et scan af de formularer som klageren udfyldte da han i 2022 bestilte et rejsekort til sig selv og til datteren og hvor han med sin underskrift dels bekræfter at være værge for pigen samt erklærer sig enig i de gældende regler for brug af samme.

CREATION OF GUARDIAN RELATIONSHIP

With my signature

- I declare that I am the parent/guardian of the card holder on the front page.
- I agree to assume financial responsibility for the customer relationship until the card holder reaches the age of 18. If arrears have accumulated before the card holder reaches the age of 18, I will also be liable for these arrears. In this respect, I am particularly aware of clauses 1.3 and 5.2 of the card regulations.
- I give my consent for Rejsekort & Rejseplan A/S to process my CPR number for the purpose of unique identification.

You can withdraw your consent at any time by contacting Rejsekort Customer Service either on telephone 70 11 33 33 or by using the Contact Form (in Danish only).

If you withdraw your consent, the card holder may not retain a Rejsekort Personal, Rejsekort Flex or Commuter Card, and these cards will therefore be blocked when the consent is withdrawn.

På det bestillingsskema klageren udfyldte på vegne af datteren har klageren sat kryds i 'Child – (0-15 years of age):

Modtaget i Rejsekortadm. 2022-05-06

New card

Ordering a rejsekort or reload agreement (ER101)

Page 1 of 2



CUSTOMER

(Machine readable, one character per box)

* First name(s):

* Last name:

* CPR number

SELECT REJSEKORT

NB The right of withdrawal in the Danish Consumer Contracts Act does not apply to rejsekort purchases.

REJSEKORT PERSONAL (DKK 50)

The card may ONLY be used by you

REJSEKORT FLEX (DKK 50)

The card may also be used by others

Select customer type



Child

(0-15 years of age)



Adult



Young

(16-25 years of age - both inclusive, holder of a Young Person's Card or enrolled in a SU-eligible education programme)

→ You may be required to provide documentation of the customer type during a journey



Pensioner

If you receive a disability pension or senior pension (also applies if you only receive a fractional pension), you must show either:

→ DSB Legitimation Card

→ a copy of your most recent pension announcement

→ payout letter

→ payout announcement. (Max. 1 year old)



Disability

You must enclose a copy of either:

→ Ledsagekort Danmark, membership card of the Danish Association of the Blind or card from

Select customer type



Child

(0-15 years of age)



Adult



Dog



Bicycle

PRICE AND TOP-UP	
→ I pay DKK 50 in card price for my Rejsekort.	→ I can top-up my rejsekort at Self Service on www.rejsekort.dk, via Rejsekort Vending machines and at Rejsekort sales points.
→ I pay at least DKK 100 on purchase, which is credited to my rejsekort for the journeys I make.	→ I can later create a top-up agreement at Self Service on www.rejsekort.dk
→ If I choose to have my rejsekort sent to me, payment is subsequently via invoice.	

SPECIAL AGREEMENTS CONCERNING GUARDIANSHIP	
Ordering cards for children	
☐	I am aware that the rejsekort ordered will be issued/sent to the card holder, just as I am aware that I am liable for amounts credited to the card when the card is ordered. I am also aware that the amount can be collected by sending an invoice to my address and that I am liable for payment of the invoice.

CONSENT AND SIGNATURE	
→ I hereby make a solemn declaration that the information provided is correct and I accept the applicable version of the Rejsekort terms and conditions.	
or disabled	
☐	I consent to Rejsekort being allowed to process personal data stating that I am disabled, so that I am entitled to the discount for the disabled.
☐	You can withdraw your consent at any time by You can withdraw your consent at any time by contacting Rejsekort Customer Center either on telephone 70 11 33 33 or by using the Contact Form.
	You can read more about our processing of personal data and your rights in Rejsekort's privacy policy.
	If you withdraw your consent, you are no longer entitled to the discount for
 Date _____ Signature On attendance in person and over 15 years of age	 Signature On submission and cardholder under 18 years of age

For nemheds skyld har vi indsat udklip fra dels kortbestemmelsernes og dels rejsereglerne information om kundernes ansvar for at sørge for at være udstyret med gyldig rejsehjemmel herunder korrekt kundetype:

Kortbestemmelsernes afsnit 1.7. og 1.9.:

1.7. Customer types

Rejsekort may be issued for several different customer types, depending on who is to use the Rejsekort. The customer types comprise adult, child, young person, pensioner and dog/bicycle, and disabled and corporate users. **It is the customer's responsibility to ensure that a Rejsekort has the correct customer type setting.** The special conditions applying to selected customer types are listed below.

The **Pensioner customer type** can be used if you are at least 65 years of age or have taken early retirement no later than 30 June 2022. From 1 July 2022, the customer type "Pensioner" can be used if you have reached the age of 67 or have taken early retirement. Customers who have a Rejsekort with the customer type "Pensioner" no later than 30 June 2022 can continue to use the customer type, even the age limit subsequently is raised to 67 years. To be eligible for special prices for pensioners, you should choose a Rejsekort Personal with the Pensioner customer type.

The **Youth customer type** can be used if you are 16-25 years of age or have a Youth Card, or are enrolled on an education programme eligible for SU (the Danish Student Grants and Loans Scheme) and can present a Danish student card.

The **Child customer type** can be used by children up to and including 15 years of age. For more information, see section 1.9.

1.9. Rejsekort for children

1.9.1. Children under 15 years of age

Children under 15 years of age are not eligible to purchase a Rejsekort without the consent of a parent/guardian who agrees to accept liability for all costs incurred in connection with the purchase and use of the Rejsekort.

The child is registered as the Rejsekort holder and all notifications regarding the Rejsekort are sent to the child as the Rejsekort holder, while all notifications regarding financial liability for the Rejsekort are sent to the parent/guardian. The liability rules in section 5 below therefore apply to the parent/guardian.

The parent/guardian is liable until the child reaches the age of 18, after which the Rejsekort holder is liable for the Rejsekort.

Children under the age of 18 are only personally liable to the extent that Danish legislation concerning legal guardianship provides a legal basis for this.

Rejsereglernes afsnit 2.2. og 2.4.3:

2.2. Customer categories

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

For public transport there are the following common main customer categories:

- Free child accompanied by a paying adult (maximum two children up to and including 11 years of age), or accompanied by a paying child (one child up to and including 11 years of age)
- Paying child (from 12 to 15 years of age or unaccompanied under 12 years of age)
- Young Person (persons from 16 up to and including 25 years of age, persons with a Young Person Card and persons who are enrolled on a students' grants and loan scheme (SU)-eligible education programme and can present a student card)
- Adult (from 16 years of age)

2.4.3. Use of Rejsekort

Rejsekort, issued by Rejsekort Rejseplanen A/S, can be used as a travel document, except on Bornholm and small islands.

A Rejsekort must be checked in (see the list of validation rules below) before the start of the journey. For all means of transport for which check in takes place inside the means of transport, the customer must check in immediately after boarding, without any unnecessary delay, and before taking a seat. The Rejsekort must also be checked in on every transfer to a bus, train or Metro train, and checked out at the end of the journey.

A Rejsekort Anonymous must have the 'rejse mellem landsdele' (inter-regional travel) setting to be valid for travel between regions of Denmark.

It is the customer's responsibility to ensure that the Rejsekort is set correctly for the customer(s) travelling on the Rejsekort, i.e. correct customer type, number of passengers, and dogs and bicycles. For travel on the Metro, the Rejsekort stands belonging to the Metro are used to check in (also when changing from train and bus).

ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:

Således som sagen foreligger oplyst med svaret fra Rejsekort A/S, lægger ankenævnet til grund, at det system/den robot hos Rejsekort A/S, der skal udsende autogenererede beskeder til rejsekortkunder, som fylder 16 år, om at ændrekundetypen fra barn til voksen, tilsyneladende ikke virker, når kundens Rejsekort er i gang med en aktiv periode på selve fødselsdatoen for det fyldte 16. år.

Som følge af det anførte lægger ankenævnet i overensstemmelse med klagerens oplysninger til grund, at klagerens datter ikke har modtaget nogen besked om at ændre kundetype.

Metro Service har oplyst, at kundetypen fremgår på skærmen i rejsekortautomaten, når kunden fornyer pendlerperioden. Ankenævnet lægger herefter til grund, at kundetypen "barn" har fremgået ved datterens 6 fornyelser. Rejsekortautomater har ikke mulighed for at give nogen specifik besked om, at kunden, der fornyer perioden, er fyldt 16 år og skal ændre sin kundetype til voksen.

Uanset at den robot, der skulle give meddelelse til klagerens datter om at ændre kundetype, fejlede, finder ankenævnet, at datteren på et tidspunkt efter det fyldte 16. år selv burde have været opmærksom på, at hun rejste til børnepris – enten ved det daglige check ind, hvor standerens display har vist kundetypen "barn" – eller ved de 6 efterfølgende fornyelser af perioderne, der kun kostede 255 kr., hvilket er halv pris, og hvor der også har stået kundetypen "barn" på displayet i rejsekortautomaten.

Herefter blev kontrolafgiften til klagerens datter pålagt med rette, og da det ikke er en betingelse for at pålægge en kontrolafgift, at passageren bevidst har søgt at unddrage sig at betale fuld pris

for rejsen, finder ankenævnet, at der ikke har foreligget sådanne særlige omstændigheder, at kontrolafgiften skal frafaldes.

Forbrugerrådet Tænks medlemmer udtaler en henstilling til Rejsekort A/S om, at det ikke burde være muligt at forny et "barn-kort" efter barnet er fyldt 16, og så vidt Forbrugerrådet Tænk er orienteret, modtager man eksempelvis automatisk pensionist-rabat, når man er fyldt 67. Det burde således også ske automatisk, at kortets kategori går fra barn til voksen, især når Rejsekortet er påtrykt en udløbsdato, som kunden kan misforstå som værende en udløbsdato for den aktuelle kundetype.

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.

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:

" My daughter [YY] is 16 years old, she has the rejsekort kombi expiring October 2025 n. 308430206[xxxx]. The 25th of September 2024 an employer of metro service did a fine in the metro to her because she is 16 and the card expires upon the age of 16. But we didn't receive any communication about the expire date or to change the card when she is 16, so we thought the card was valid till October 2025, as from the contract signed 2 years ago. We never received information from Metro service during these years about the expiry date of the card.

Ønsker at opnå: I would like to appeal against the fine because Metro Service's failure to inform [my daughter] of the obligation to change the card from kid to adult and caused the irregularity found by the inspector.

The information from Metro service is poor and confuse. There wasn't any communication from Metro to change the card[my daughter] was able to recharge the card, instead it should have been blocked. Therefore [yy] should not be punished but the management of the deadlines for this type of card should be changed. I therefore request the cancellation of the fine”

Indklagede anfører følgende:

” In this case, it is the mother who complains on behalf of her 16-year-old daughter.

For public transport in Denmark, you must pay the adult fare from the day you turn 16. It is thus described in section 2.2. of the travel regulations:

2.2. Customer categories

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

For public transport there are the following common main customer categories:

- Adult (from 16 years of age)
- Pensioner (as from and including 67)
 - Disability pension recipients etc. (For documentation, see the individual companies' websites, see section 17)
- Young Person (persons from 16 up to and including 25 years of age, persons with a Young Person Card and persons who are enrolled on a students' grants and loan scheme (SU)-eligible education programme and can present a student card)
- Paying child (from 12 to 15 years of age or unaccompanied under 12 years of age)



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 amounts 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.

The above appears both on the information boards at the stations and in the Joint National Travel Regulations, which can be read in their entirety at this link: [Joint-National-Travel-Regulations.ashx](https://www.transportmyndigheden.dk/da/om-transportmyndigheden/for-privat-transport/for-rejsende-i-danmark)

The complainant's daughter was met by ticket control in the metro train on 25 September 2024 at 19:49 between DR Byen station and Vestamager station. The complainant's daughter presented her personal travel card where she was checked in as a child under 16 years of age. As the complainant's daughter had no other travel permit, an inspection fee was issued in accordance with current regulations.

In section 2.7.1. of the travel rules, it is specified that if you travel under a different customer category than you are entitled to, you travel without a valid travel document and must therefore pay an inspection fee.

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.

A customer who uses a card that is valid for a specific period of time (e.g. a pensioner's card) outside the card's term of validity, or if other means of transport or travel time restrictions are not respected (e.g. lack of surcharge for DSB 1' or for the metro, or carrying a bicycle outside the times when they are permitted) is also deemed to be a customer without a valid travel document.

Customers travelling alone on someone else's Rejsekort Personal or under a customer category to which they are not entitled will be travelling without a valid travel document.

The card's owner must always be checked in on the Rejsekort on journeys where a Rejsekort Personal is used. Furthermore, the Rejsekort must not be so worn/covered that the name cannot be read.



If the maximum time for a Rejsekort is exceeded, the Rejsekort will no longer be valid as a ticket and the customer risks being charged an inspection fee.

Personal Rejsekort are purchased from Rejsekort A/S and when you order/buy a Rejsekort you also agree to the Terms and Conditions, see below. The complete Terms and Conditions can be read at this link:

<https://www.rejsekort.dk/-/media/dms/Terms-and-conditions-private.ashx>

Rejsekort Terms and Conditions for Rejsekort Personal, Rejsekort Flex and Rejsekort Anonymous

The Rejsekort Terms and Conditions constitute an agreement between Rejsekort & Rejseplan A/S and you, as our customer. When you order/purchase a Rejsekort, you agree to the Rejsekort Terms and Conditions.

The Terms and Conditions for Rejsekort also state that it is the customers themselves who are responsible for ensuring that the Rejsekort is set to the correct customer type

In addition, it is clarified that children are defined as persons under the age of 16 and that it is parents/guardians who bear the responsibility if the cardholder is under the age of 18:

1.7. Customer types

Rejsekort may be issued for several different customer types, depending on who is to use the Rejsekort. The customer types comprise adult, child, young person, pensioner and dog/bicycle, and disabled and corporate users. **It is the customer's responsibility to ensure that a Rejsekort has the correct customer type setting.** The special conditions applying to selected customer types are listed below.

The **Child customer type** can be used by children up to and including 15 years of age. For more information, see section 1.9.

1.9. Rejsekort for children

1.9.1. Children under 15 years of age

Children under 15 years of age are not eligible to purchase a Rejsekort without the consent of a parent/guardian who agrees to accept liability for all costs incurred in connection with the purchase and use of the Rejsekort.

The child is registered as the Rejsekort holder and all notifications regarding the Rejsekort are sent to the child as the Rejsekort holder, while all notifications regarding financial liability for the Rejsekort are sent to the parent/guardian. The liability rules in section 5 below therefore apply to the parent/guardian.

The parent/guardian is liable until the child reaches the age of 18, after which the Rejsekort holder is liable for the Rejsekort.

The complainant's daughter turned 16 on 13 March 2024 and has since then completed more than 250 journeys on her Rejsekort at half of what each individual journey should have actually cost.

There is no doubt that it is the customers' own responsibility to use the correct type of travel permit and in the specific case it is the parents of the inspection fee recipient who bear this responsibility.

It is also beyond any doubt that the complainant's daughter traveled at the child rate even though she had long since turned 16 and that the inspection fee has therefore been imposed correctly according to the rules.

The subsequent decision in the complainant's contact with Metro's customer service is also in accordance with current regulations.

We therefore maintain our demand for payment of inspection fee no 01[xx] of DKK 750.

In conclusion, we must also state that we have informed Rejsekort A/S about the many journeys the complainant's daughter has made at the child rate and will leave it up to Rejsekort A/S whether they want to collect the price differences."

Hertil har klageren gjort gældende:

" we didn't see in your answer any consideration regarding the wrong information of the expiring date Oct 2024. This information is mentioned in the contract and is not our responsibility for this wrong information that Rejsekort give to the customer creating all this misunderstanding.

We are sure that Rejsekort is responsible for the information provided and this is a clear example of how the information provided by the service provider is completely wrong and misleading and we think it is a serious fact given that it is a transport company with public funding.

We turned to an association that protects consumer rights which confirmed the poor quality of information which is absolutely not suitable for such an audience.

The card has always guaranteed check in and check out instead of not validating them. The card should have expired and blocked access and this is a serious problem of rejskort that must be solved and we must not pay the consequences of a rejskort error.

Information must always be easy, cristal clear and above all without contradictions and we are convinced that there is a lot of work to be done in this sense.

And regarding your personal considerations about the previous ticket checked and never fined, it makes us smile at the fact that you can think of fining retroactively after several checks with positive results, we think that this is another strong element in our favor which demonstrates how much work there is to do to remedy all these inconsistencies errors that affect the unaware user that pays for an expensive service as recognized by all surveys with a lot of complain.

Therefore we want to proceed to the end in this controversy at all levels of judgment, sincerely thinking of being useful to the community from which we have collected testimonies that confirm same experience which we will make known at the appropriate time.

We are certain that your response is a further abuse of the rights of the consumer citizen, we think you have lost the opportunity to recover for damage for which we will ask to identify those responsible. So we ask again for fine cancellation."

Til dette har Metro Service svaret:

"

The complainant has not provided any new information to the case.

Our demand for payment of the inspection fee is unchanged and we maintain that it is always the passengers' own responsibility to ensure that they have valid travel documents, both in terms of location, time and customer type, and refer to our previously submitted response as well as the Common National Travel Rules and Terms and Conditions for the use of travel cards.

We also draw attention to appeal cases 24-0273, 24-0218, 24-0152, etc., which are similar cases and which the Appeals Board has ruled in favor of the defendant company."

På ankenævnets vegne



Lone Bach Nielsen
Nævnshoved