

## AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

- Journalnummer:** 24-0057
- Klageren:** XX  
2770 Vanløse
- Indklagede:** Movia  
**CVR-nummer:** 29 89 65 69
- Klagen vedrører:** Kontrolafgift på 1.000 kr. grundet manglende køb af tillægsbillet til pendlerkort før ombordstigning
- Parternes krav:** Klageren ønsker, at ankenævnet annullerer eller nedsætter kontrolafgiften, og gør gældende, at hun løb for at nå bussen og ville købe en tillægsbillet, samt at hun købte tillægsbillet på udrejsen og ikke have intention om at snyde
- Indklagede fastholder kontrolafgiften
- Ankenævnets sammensætning:** Nævnensformand, dommer Lone Bach Nielsen  
Torben Steenberg (2 stemmer)  
Helle Berg Johansen  
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 28. august 2024 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.

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

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

## **SAGENS OMSTÆNDIGHEDER:**

Da klageren den 11. december 2023 skulle rejse hjem efter et besøg hos venner i Hvidovre, steg hun ombord på Movias buslinje 132 ved stoppestedet Brostykkevej, som ligger i zone 33.

Ifølge klageren så hun bussen holde ved stoppestedet, så hun løb for at nå den, og hun fik derfor ikke købt en tillægsbillet til sit 2-zoners pendlerkort til zonerne 01 og 02, før hun steg på bussen.

Ombord på bussen befandt sig allerede kontrollører, som ved den efterfølgende kontrol pålagde klageren en kontrolafgift på 1.000 kr. for manglende zone på pendlerkortet.

På den elektroniske kontrolafgift bemærkede kontrolløren: "Og tillægs udløbet". Ifølge klageren ville hun vise, at hun havde købt tillægsbillet på udrejsen og også havde intention herom på hjemrejsen.

Samme dag anmodede klageren Movia om at frafalde eller nedsætte kontrolafgiften og begrundede som anført ovenfor, samt at hun, fordi hun blev bange for ikke at nå sin bus, kom til at tage en forkert bus, idet hun faktisk skulle have været med buslinje 200S, som afgår fra samme stoppested. Hun havde regnet med at kunne nå at købe tillægsbilletten, før bussen kom, og kontrolløren ville ikke lade hende købe den ombord, selv om hun endnu ikke havde taget plads i bussen.

Den 29. januar 2024 fastholdt Movia kontrolafgiften med henvisning til selvbetjeningsystemet og til, at tillægsbilletter skal købes før påstigning, når rejsen startes i en zone, som ikke er på pendlerkortet.

## **ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:**

Da klageren steg på bussen i zone 33, havde hun ikke købt tillægsbillet til sit 2-zoners pendlerkort til zonerne 01 og 02, før hun steg ombord.

Ifølge de fælles landsdækkende rejseregler skal mobilbilletter herunder tillægsbilletter, som købes på mobiltelefonen, være modtaget på mobiltelefonen inden påstigning.

Kontrolafgiften for manglende zone blev dermed pålagt klageren med rette.

Den omstændighed, at klageren korrekt havde købt en tillægsbillet på sin udrejse, og at hun havde intention om også at købe en tillægsbillet på hjemrejsen, kan ikke føre til et andet resultat.

Pligten til at betale kontrolafgift er ikke betinget af, om passageren bevidst har forsøgt at unddrage sig betaling for rejsen, og da dette er et område med oplagt mulighed for omgåelse af reglerne om at betale for hele sin rejse, finder ankenævnet, at der ikke har foreligget sådanne særlige omstændigheder, at klageren skal fritages for kontrolafgiften.

## **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.

Uddrag fra pkt 2.4:

”Kunden kan forlænge rejsen ved et tilkøb af flere zoner/ny billet til den ordinære rejsehjemmel. Tilkøbet skal foretages, mens den ordinære rejsehjemmel fortsat er gyldig. Regler for køb og brug af tilkøbsbillet/ny billet følger de almindelige regler for køb af rejsehjemmel. I DOT kan kunden forlænge rejsen ved at købe en en-zones tilkøbsbillet til pendlerkort, skal kunden rejse længere end én zone, eller rejser kunden på anden rejsehjemmel kan rejsen forlænges ved køb af ny billet.”

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

### **Klageren anfører følgende:**

”I was charged 1000kr fine, for not having a valid ticket on the bus 132 in Hvidovre. I have a monthly ticket for zones 1 and 2, so I only needed to avail an extra zone, which I was doing while I was on my way to the bus stop. While I was walking I saw the bus so I ran to try to catch the bus and the bus driver was kind enough to wait for me, I was wondering at first, how come the bus was early, found out that I had taken the wrong bus. Since I ran, I was not able to finish to avail the ticket, which I just needed to swipe to pay it off. I got on the bus and saw that there was an operator, she asked for my ticket, and I asked her if she would allow me to just pay the missing zone, which I was about to pay. Unfortunately, she did not. I always travel with a monthly card and always pay for extra zones if needed, but at that time I did not have enough time to pay for it, just for me to catch my bus. If I only had enough time to swipe the app, then I won't be getting a fine. It was not my intention to get on the bus without a valid ticket, I focused more on catching the bus.”

### **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 XX did not present a valid ticket since her commuter pass did not have the necessary zone 33 included in which she travelled when meeting the inspector. The inspection took place in zone 33, where XX boarded the bus and presented a commuter pass with only zone 1 and 2 represented. She also presented an expired supplementary ticket from startzone 1 during the inspection, which was not a valid travel document either.

For all mobile products the rules applies that the ticket must be received prior to boarding cf. § 2.4.2. Therefore, if a customer boards a bus in a foreign zone which does not appear on the commuter pass, the customer must ensure to have received the supplementary ticket before boarding cf. § 2.4.2.

Movia also 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 ensure that the commuter pass has the necessary zones to the travel. In this case, it means that XX is responsible herself for ensure that the of zones on her commuter pass is sufficient to her travel.

## **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.*

*The customer can extend the journey by purchasing more zones/a new single ticket for the ordinary travel document. The purchase must be made while the ordinary travel document is still valid. The rules for purchase and use of a supplementary single ticket/new single ticket adhere to the general rules for purchase of travel documents. In DOT, the customer can extend the journey by purchasing a one-zone additional single ticket for a Commuter Pass. If the customer is to travel further than one zone, or if the customer is using another travel document, the journey may be extended by purchasing a new single ticket.*

### **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 inspection team boarded the bus at Friheden St. in zone 33 at 13:08:27.

Stop	Friheden St.
Påstigning	11-12-2023 13:08:27
Udstedt dato/tid	11-12-2023 13:13:37
Stået af	11-12-2023 13:16:44

XX claims to have boarded the bus at Brostykkevej, which is also in zone 33.

**Where did you board the bus?:** Brostykkevej

## 132 Friheden St. - Tingbjerg

Gyldig fra 10.12.2023

	Friheden St.	Strandbyparken	Friheden St.	Rosenhøj	Hvidovre St.	Redovre Centrum	Husum Torv	Tingbjerg (Gæstehusvej)
mandag - fredag	5.03	5.06	5.10	5.17	5.22	5.29	5.44	5.51
	5.33	5.36	5.40	5.47	5.52	5.59	6.14	6.21
	6.02	6.05	6.09	6.16	6.21	6.28	6.43	6.51
	6.28	6.31	6.35	6.42	6.47	6.56	7.13	7.21
	6.42	6.45	6.50	6.58	7.03	7.13	—	—
	6.56	6.59	7.04	7.12	7.18	7.28	7.45	7.53
	7.11	7.14	7.19	7.27	7.33	7.43	—	—
	7.26	7.29	7.34	7.42	7.48	7.58	8.16	8.24
	7.41	7.44	7.49	7.57	8.03	8.13	—	—
	7.56	7.59	8.04	8.12	8.18	8.28	8.46	8.54
	8.11	8.14	8.19	8.27	8.33	8.43	—	—
	8.28	8.31	8.36	8.44	8.50	8.59	9.17	9.25
	8.43	8.46	8.51	8.59	9.05	9.14	—	—
	8.58	9.01	9.06	9.14	9.20	9.29	9.47	9.55
	9.12	9.15	9.20	9.28	9.34	9.43	—	—
	9.27	9.30	9.35	9.43	9.49	9.58	10.16	10.24
	12	15	20	28	34	43	—	—
	27	30	35	43	49	58	16	24
	42	45	50	58	64	73	—	—
	57	00	05	13	19	28	46	54
	12.27	12.30	12.35	12.43	12.49	12.58	13.16	13.24
	12.42	12.45	12.50	12.58	13.04	13.13	—	—
	12.57	13.00	13.05	13.13	13.19	13.28	13.46	13.55
	13.12	13.15	13.20	13.28	13.34	13.43	—	—
	13.27	13.30	13.35	13.43	13.49	13.58	14.16	14.25
	13.42	13.45	13.50	13.58	14.04	14.13	—	—
	13.57	14.00	14.05	14.13	14.19	14.28	14.46	14.55
	14.12	14.15	14.20	14.28	14.34	14.43	—	—
	14.27	14.30	14.35	14.43	14.49	14.58	15.16	15.25
	14.42	14.45	14.50	14.58	15.04	15.13	—	—
	14.57	15.00	15.05	15.13	15.19	15.28	15.46	15.55
	15.13	15.16	15.21	15.29	15.35	15.44	—	—

  

Rute	Zone	Stoppesteder
Friheden St.	33	Friheden St.
Hvidovrevej		Frihedens Butikcenter
Hvidovre Enghavevej		Strandbyparken
		Langhøj
Strandmarksvej		Koralvej
		Kalkager
Gammel Køge Landevej		Strandmarksvej
Friheden St.		Friheden St.
Hvidovrevej		Paris Boulevard
		Catherine Booths Vej
	Brostykkevej	
	Strøbyvej	
	Hvidovre Rådhus	
	Hovedstensvej	
	Arnold Nielsens Boulevard	
	Rosenhøj	
	Hvidovre Butikstorv	
	Åstrupgårdsvej	
	Holmelundsvej	
Hvidovre St.	32	Hvidovre St.
Hvidovrevej		Randrupvej
Roskildevej		Damhustorvet
		Randrupvej
Redovrevej	Ørbygård	
	Veronikavej	
	Sylvestervej	
	Præstebakken	
Redovre Parkvej	Birkmosevej	
	Redovre Centrum	

On the tour view we see that the inspector was already in the bus and that complainant boarded three stops later at Brostykkevej between at 13:11:00 and 13:11:18.

#	Stoppested	Stopindikator	Pl. ank.	Pl. afg.	Obs. ank.	Obs. afg.
11	Friheden St. (10831)	● ●	13:05	13:05	13:08:10	13:09:07
12	Paris Boulevard (419)	● ●	13:06	13:06	13:10:00	13:10:00
13	Catherine Booths Vej (420)	● ●	13:06	13:06	13:10:20	13:10:20
14	Brostykkevej (421)	● ●	13:08	13:08	13:11:00	13:11:18
15	Strøbyvej (422)	● ●	13:09	13:09	13:12:03	13:12:22
16	Hvidovre Rådhus (423)	● ●	13:09	13:09	13:13:13	13:13:29
17	Hovedstensvej (424)	● ●	13:10	13:10	13:14:09	13:14:23
18	Arnold Nielsens Boulevard (5486)	● ●	13:11	13:11	13:15:02	13:15:15

XX presented her monthly commuter pass and an expired supplementary ticket bought from zone 1.

On her monthly pass we see that she is only allowed to travel in zone 1 and 2.



As shown on the tour view of the bus, the bus was heading zone 32 after zone 33. XX claims to have Hvidovre as her last destination which is in zone 32. Therefore, a single supplementary ticket would not have been sufficient, since such a ticket only covers one extra zone. Therefore, she should have bought a single ticket with two zones with startzone 33 before boarding.

Complainant:

**Where did you get off the bus?:** Hvidovre St.  
when I was on my way to Hvidovre.

The inspector issues an inspection fee because of lacking zone, "Pendlerkort mangler zone".

Årsag	Pendlerkort mangler zone
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When scanning the supplementary ticket that XX presented. We receive the following informations:





On the display, we see that the ticket was bought at 11:08:13 and that it expired at 12:23. Furthermore, we see that the ticket was bought from zone 1 and only covered one extra zone linked to the commuter pass.

The bus arrived at Brostykkevej at 13:11:00 and departed at 13:11:18. Since her supplementary ticket expired at 12:23, this ticket could not be considered as valid anymore.

14 Brostykkevej (421) ● ● 13:08 13:08 13:11:00 13:11:18

### **Comments and decision**

A commuter pass is a useful product for passengers that travel often on the same route on daily or weekly basis. The price is lower than it would have been if the customer was about to pay for every single ticket for every single journey. On the contrary, the conditions of the pass must be complied with. Among others, it is important that the customer is concerned about which zones are legal.

If you travel outside the zones on your Commuter Pass, you must order a ticket before the bus is leaving the zones in your Commuter Pass. If you board the bus in another zone like the complainant did, you must purchase a supplementary ticket before commencing your journey. If you are going to travel in more than one extra zone like complainant was about to do, you must then order a completely new ticket including at least two zones.

When you travel on tickets or commuter passes with an insufficient number of zones, you will be able to travel in more zones than the intended zones, you have paid for. It is your own responsibility to have a valid ticket for the entire journey.

For all kind of mobile products also including supplementary tickets, the ticket must be received prior to boarding cf. § 2.4.2.

### **Extract from the appeal case**

*"I was crossing the street when I saw the bus arrive in bus station. So I rushed to make to the bus, it was nice that the bus driver have waited for me for a few seconds. When I got in the bus, I saw that there*

*was an inspector. I haven't seated yet, since I got in and trying to catch my breath. I hurried to buy an extension ticket so I can make her check. Unfortunately she dis not allow me."*

According to § 2.4 it is the responsibility of the passenger to ensure that a valid travel document can be presented during the inspection. If a mobile ticket is not received prior to boarding it will not be accepted cf. § 2.4.2.

The rule is not determined by whether a passenger is seated or has been in a hurry when entering the bus. In the moment the boarding has been completed, a customer must be in a possession of a valid travel document which can be presented during a possible inspection.

*"It was not my intension to get in the bus without a valid ticket. I have a monthly card but its not covered in the zone where I was, but I availed it when I was on my way to Hvidovre."*

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 costumer cannot present a valid ticket at the ticket inspection.

*"Eventually, I found out that I took the wrong bus, the reason why the bus was early when it was supposed to come. I panicked to miss the bus that I didn't even doubled check the bus number. I knew that I have enough minutes to avail an extension ticket. I would have avail ticket while Im waiting for the right bus, but as what I have mention earlier I panicked and tried to catch the "wrong bus"."*

Late, early, wrong, or right buses has no relevance regarding § 2.4.2.

A customer knows easily when a ticket has been received or not. Therefore, boarding takes place at own risk if one is in doubt or even knows that the ticket has not been finally received. We will point out that it is not a condition that fraud or other deliberate evasion of payment has been involved in the reason for not having valid ticket before a fee is issued. The issuance is determined by whether the customer can present a valid ticket or not.

*"But this time it was an accident; it was not my intension to take any public transport without any valid ticket."*

In all situations, it is always very unfortunate to receive an inspection fee. However, we do not find that the lack of complainant's ticket is part of our responsibility.

#### Movias conclusion

We think that there exist sufficient guidelines when purchasing tickets. For example, it is always possible for customers to be orientated in the zone system at the bus stop, on Rejseplanen.dk or on the display inside the bus.

On the day in question XX boarded a bus in a foreign zone, which she had not paid for. On the bus stop it says which zone the bus is located in. On her earlier purchased supplementary ticket it said that it had expired. Therefore, we believe that she must have had all the relevant informations about not to board the bus before having acquired a new ticket.



Movia maintains the inspection fee, since 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 would lead to increased opportunities for fraud if mobile tickets could be received legally after boarding, as you would be able to notice whether there is an inspector on the bus. In this way, you would completely be able to avoid buying a ticket in the case that no one is there. Likewise, it is an area with a high risk of circumvent the obligation for payment of the journey if it is accepted that a ticket without the necessary zones is accepted and does not lead to an inspection fee.

We do not find complainant has complied with her duty to ensure a valid ticket from the beginning of the journey and we maintain the inspection fee.

Based on the circumstances and the complaint from XX, Movia does not find that we can take the responsibility for the invalid ticket and commuter pass 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."

På ankenævnets vegne



Lone Bach Nielsen  
Nævnensformand