

## AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

**Journalnummer:** 24-0208

**Klageren:** XX  
2500 Valby

**Indklagede:** Movia  
**CVR-nummer:** 29 89 65 69

**Klagen vedrører:** Kontrolafgift på 1.000 kr. grundet manglende modtagelse af mobilbilletten på mobiltelefonen inden påstigning på bussen. Klageren gør gældende, at hun havde modtaget en billet, som forsvandt fra appen grundet en fejl i appen.

Movia fastholder kontrolafgiften, da der ikke var et gennemført billetkøb og dermed heller ikke var modtaget nogen billet på telefonen

**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 4. december 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.

-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](http://www.domstol.dk), [www.advokatnoeglen.dk](http://www.advokatnoeglen.dk) og /eller eget forsikringssselskab om eventuel forsikringsretshjælp.

## SAGENS OMSTÆNDIGHEDER:

Klagen angår en kontrolafgift på 1.000 kr., som klageren blev pålagt i forbindelse med en busrejse fra stoppestedet, Kirsten Walters Vej, den 29. marts 2024 i buslinje 1A. Ved det næstfølgende stop, Toftegårds Plads, steg der kontrollører om bord på bussen, hvilket de loggede kl. 13:50:55.

Uddrag af stoppestedsoversigten:

Kørselsretning

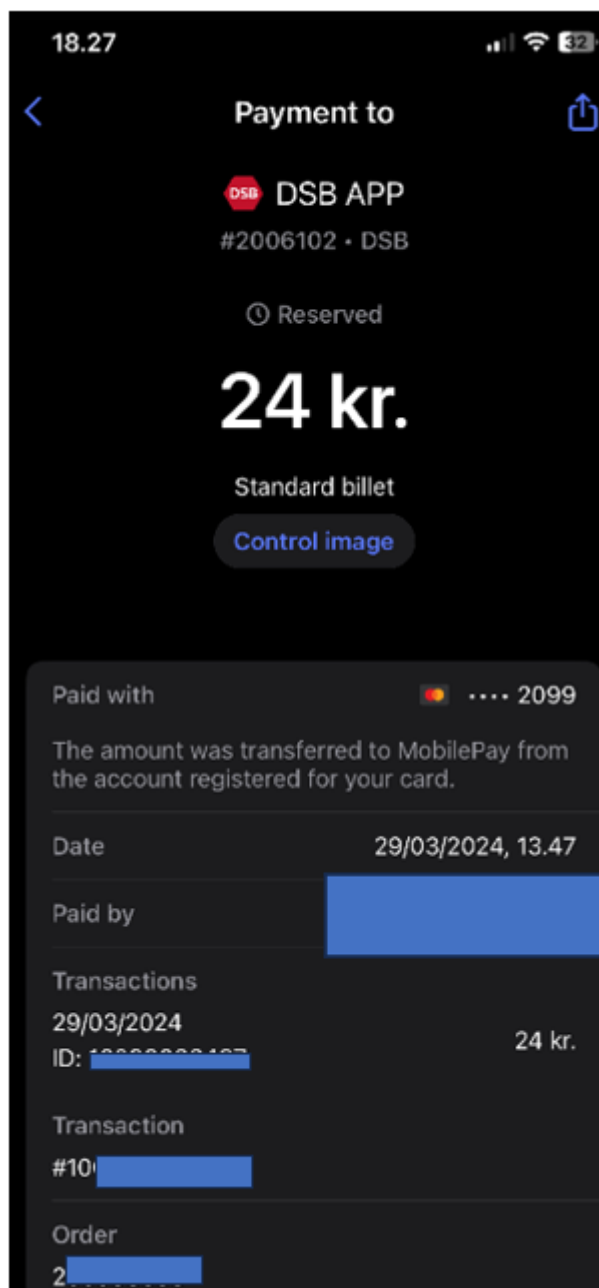
		Hvidovrevej
		Vigerslevvej
Hestehaven		Søndervangs Allé
		Danhaven
		Hestehaven
		Retortvej
Folehavevej	2	Folehaven
		<b>København Syd St., Grønttorvet</b>
		Carl Jacobsens Vej
		Kirsten Walters Vej
Slev Allé		Toftegårds Plads
		Sjælør Boulevard
		Carlsberg St.
Enghavevej		Sønder Boulevard
		<b>Enghave Plads St.</b>
		Tove Ditlevsens Plads



Da klageren ikke kunne vise nogen mobilbillet ved kontrol af sin rejsehjemmel, blev hun pålagt en kontrolafgift på 1.000 kr. kl. 13:53:16. Kontrolløren noterede som årsag, "ingen billet fremvist" og skrev i en bemærkning, at klageren ikke kunne finde sin billet:

Zone	002
Linje	1A
Bus nummer (Gåseddel)	7310
Køretøjs nummer	
Endelig destination	
Stop ID	1183
Stop	Toftegårds Plads
Påstigning	29-03-2024 13:50:55
Udstedt dato/tid	29-03-2024 13:53:16
Stået af	29-03-2024 13:54:48
Passager tal	8
Kontrol spørgsmål stillet	Nej
Kunden har forespurgt chauffør	Nej
Jeg har forespurgt chauffør	Nej
Kort inddraget	Nej
Sprog	Dansk
Årsag	Ingen billet fremvist
Bemærkning	Kunne ikke finde sin billet
Id forevist	Sygesikringsbevis

Klageren anmodede Movia om at annullere kontrolafgiften og begrundede det med, at hun havde købt en mobilbillet i DSB-appen, hvor købet var gået igennem, men hun kunne ikke finde billetten frem i appen ved kontrollen. Klageren vedhæftede dette billede fra sin MobilePay:



Movia spurgte derefter DSB, om de kunne oplyse noget nærmere om billetten og dens zoner. DSB svarede, at købet slet ikke var gået igennem, hvilket kunne skyldes, at klageren var gået for hurtigt ud af appen. DSB medsendte loggen fra bestillingen:

Ordrenr	Salgsdato	Rejседato	Fra	Til	Produkt	Leveranceform	Status	Tilbagebetalt	Pris
200098328	29.03.24	29.03.24	Gammel Køge Landevej 43, 2500 Valby, Københavns Kommune	Strynegade 7, 2100 København Ø, Københavns Kommune	Standard	DSB App	Annuleret	Nej	0,-

Standard				
Start/Stop	Kl.	Tog	Billet/kort	Plads
Gammel Køge Landevej 43, 2500 Valby, Københavns Kommune Kirsten Walthers Vej (Gammel Køge Landevej)	13:48 13:50	Gåtur	-	-
Kirsten Walthers Vej (Gammel Køge Landevej) Poul Henningsens Plads St. (Østerbrogade)	13:50 14:22	A-Bus	Ja	-
Poul Henningsens Plads St. (Østerbrogade) Strynegade 7, 2100 København Ø, Københavns Kommune	14:22 14:28	Gåtur	-	-

Standard [29.03.24 13:47 - 29.03.24 15:02]												
Varetype	Vare	Fra	Til	Zoneantal	Rejседato	Voksen	Pris	Billetnr	Bookingnummer	Tilbagebetaling	Hentet i app	Senest vist i app
Billet	30	Valby, Vanløse, Nørrebro, Ryparken	Valby, Vanløse, Nørrebro, Ryparken	2	29.03.24	1	24,-	-	-	-	N/A	N/A

Produkt	Leveranceform	Status	Tilbagebetalt	Pris
Standard	DSB App	Annuleret	Nej	0,-

(forstørret)

Movia fastholdt kontrolafgiften og gjorde gældende, at tekniske problemer kan bero på flere faktorer såsom dårlig modtagelse, manglende opdatering af billeappen, betalingskortproblemer, problemer med MobilePay mv. og, at hvis kunden oplever problemer, kan man benytte DOT-appen, eller købe sms billetter via tjenesten 1415, Rejsebillet-app eller betale for rejsen med Rejsekort:

”

Technical malfunctions can be caused by several factors like bad reception, the ticket app not being updated, payment card issues, problems with MobilePay, etc.

The rules regarding purchase of mobile tickets are very clear. Your mobile ticket needs to be received prior to entering the bus according to the joint national travel regulations. Unfortunately you cannot board the bus without a ticket - even if you try to purchase one after boarding.

If you experience problems purchasing mobile tickets, you must order a ticket somehow else before boarding the bus. You can buy tickets via DOT Billetter app, RejseBillet app, via SMS 1415 or by using Rejsekort.

You can read the information at the bus stop on how to order tickets. At stations you will also find ticket machines.

You can also always ask the driver for guidance or purchase a cash ticket upon boarding.

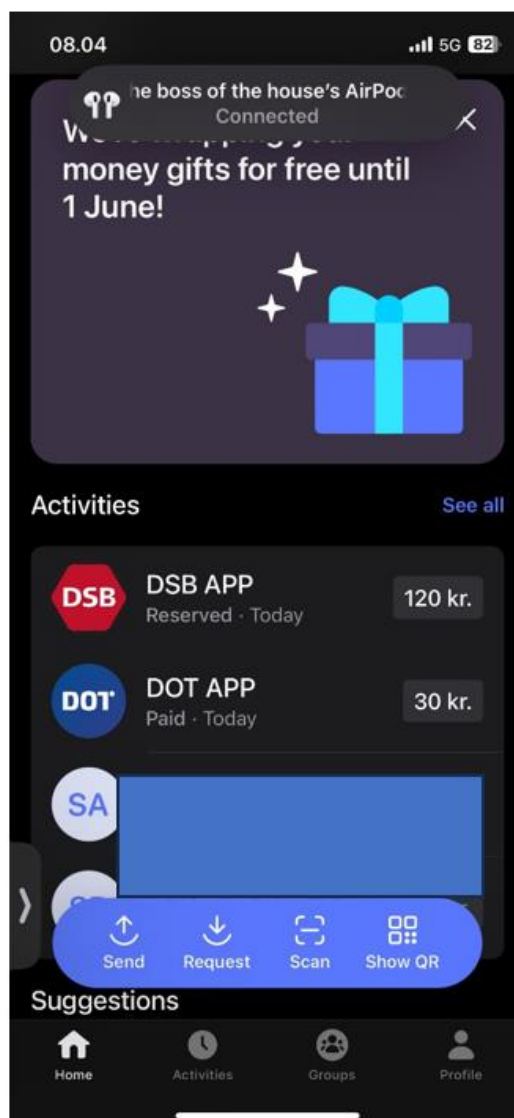
You have not been able to show valid ticketing on the day in question. It is therefore correct, that an inspection fee has been issued.

”

Dette fik klageren til at skrive til Movia, at hun havde gjort, hvad hun skulle som rejsende, nemlig at købe en billet, men Movia havde ikke leveret en billet, som de skulle. Derudover skrev hun, at hun igen havde oplevet samme problem i forbindelse med at have købt billetter for 120 kr. i DSB-

appen, hvorefter hun og hendes familiemedlemmer, der var på besøg, var blevet pålagt kontrolafgifter i Metroen for i alt 6.000 kr.

Klageren tilføjede, at hun nu havde anvendt DOT-appen, og den virkede. Derudover medsendte hun screen shot fra sin MobilePay, og anførte, at der ikke havde været nogen af de problemer, som Movia beskrev, og hendes bank havde oplyst, at det var appen, der havde fejlet:



“I did buy a ticket and you took my money. I did my duty as a traveler. Your app was not working and that is not my responsibility. Now it did the same on the other DOT app too. It worked again and I hoped the problem is fixed. I had my family visiting and bought tickets for all of them. Everything was fine, payment taken and once again the app didn't work. I have all the documents about doing my duty as a traveler and buying my ticket. It is not my responsibility for your errors in your app. And I will not pay for it. Now it is 6 fines cause it was 5 of us. It is 6000kr just because your app was crashing. How can you even try to demand me to pay for your fault? Apsolutely unacceptable and I am ready to talk to my lawyer about it. My responsibility is to buy a ticket. and I did that. Your responsibility as a ticket provider is to have your systems working. I did my part and I will not pay for your errors. I have proves of me buying tickets and going through with payments. So I would like you to look at this case again. I have been user of DSB and DOT app for years and now

I need to risk every time I travel if your app will decide to work today or not work today and crush? I can assure you I will not use the apps ever again as this is totally unreliable and the fact you would even try to say that I have to pay for something that is your fault is beyond my understanding.”

Klageren skrev desuden, at hendes familiemedlemmer var advokater og det var helt klart, at Movia ikke ville kunne vinde en sag i retten, da det var appen, der havde fejlet:

“My family are lawyers we went through it. It is clear if I talk to my lawyer and appeal on the board of appeals in denmark or bring this case further you will loose the case. It is clear from all the amount of cases of people you can see on ABTM that everyone in the same or similar situation who appealed against you had the case closed in their favor. Obviously as once it is fail of your service it is completely out of travelers control and responsibility. Of course no one once to go through the whole process but if I will have no other choice that will have to be the next step. I always buy tickets and never travel without any and this app error was simply out of my control. And that it happened 2 times when my family was visiting we do not talk about a small amount. I simply can not agree on paying such a high amount of money for something that is error on your part.”

Videre skrev klageren, at hun havde talt med medarbejdere i Movia og DSB, og de var alle bekendt med den fejlbehæftede app:

“And one last thing and a note from my side. It is clear from the employees of Movia and DSB I have talked to during these days that you knew about the faulty app. Not only I am not the first case with this issue, there is numerous people. Not only you try to make us pay fines, you know about the errors and that the app is not fully functioning and you willingly decide to put it on market. You do not give the users any warning that the app as a matter of fact most likely wont work and cheat them. I quote some of the employees "You are not the first one, we had many people with this issue" And I quote after I said to one of the employees please tell your boss they should fix it he answered "my boss knows about it" and another of the employee on DSB quote "I can see the fail in the connection of DSB app to Mobile pay". My boyfriend is an app developer for a government and it doesn't take much to see clearly the new update on your app has major bugs you deliberately decided to ignore and launch the app anyway. And that is also why you had to settle every time someone in my situation appealed on the case which is publicly showed on internet. So it is my understanding you very well know about these major issues with your app service and beyond that still try to ask users to pay fines.”

Movia svarede, at reglerne om mobilbilletter var klare, og passageren skal have modtaget billetten på telefonen inden påstigning. De fastsatte betalingsfristen til den 13. maj 2024.

Klageren gjorde gældende, at de danske forbrugerbeskyttelsesregler klart statuerer, at en kontrolafgift ikke er berettiget, hvis der er tekniske fejl, som er uden for forbrugerens kontrol.

Herefter indbragte klageren sagen for ankenævnet, hvor Movia har fremlagt en oversigt fra klagerens profil i DSB-appen. Denne viser, at der i marts 2024 ikke blev gennemført nogen billetkøb:

Salgsdato	Rejsedato	Fra	Til	Produkt	Leveranceform	Status	Tilbagebetalt	Pris
01.08.24	01.08.24	Valby, Vanløse, Nørrebro, Ryparken	Heje Taastrup	Åben billet	DSB App	Afsluttet	Nej	42,-
30.07.24	30.07.24	København, City	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	17,60
30.07.24	30.07.24	Valby, Vanløse, Nørrebro, Ryparken	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	22,2
29.07.24	29.07.24	Hedehusene og Trekroner	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	36,8
29.07.24	29.07.24	Valby, Vanløse, Nørrebro, Ryparken	Hedehusene og Trekroner	Åben billet	DSB App	Afsluttet	Nej	46,-
28.07.24	28.07.24	Roskilde	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	41,60
28.07.24	28.07.24	Valby, Vanløse, Nørrebro, Ryparken	Heje Taastrup	Åben billet	DSB App	Afsluttet	Nej	33,60
26.07.24	26.07.24	Tårnby og Dragør	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	22,60
20.07.24	20.07.24	Valby, Vanløse, Nørrebro, Ryparken	Tårnby og Dragør	Åben billet	DSB App	Afsluttet	Nej	22,60
20.07.24	20.07.24	Valby, Vanløse, Nørrebro, Ryparken	Valby, Vanløse, Nørrebro, Ryparken	Åben billet	DSB App	Afsluttet	Nej	17,80
29.03.24	29.03.24	Gammel Køge Landevej 43, 2500 Valby, Københavns Kommun	Strynegade 7, 2100 København Ø, Københavns Kommune	Standard	DSB App	Annuleret	Nej	0,-
26.03.24	26.03.24	Søndre Fasanvej 2, 2000 Frederiksberg, Frederiksberg	Clara Pontoppidans Vej 2, 2500 Valby, Københavns Komm	Standard	DSB App	Annuleret	Nej	0,-
26.03.24	26.03.24	Vigerslev Allé 38, 2500 Valby, Københavns Kommune	Howitzvej 30, 2000 Frederiksberg, Frederiksberg Kommun	Standard	DSB App	Annuleret	Nej	0,-
16.03.24	16.03.24	Ved Vesterport 2, 1612 København V, Københavns Kommun	Valby St.	Standard	DSB App	Annuleret	Nej	0,-
16.03.24	16.03.24	Peder Hjorts Vej 3, 2500 Valby, Københavns Kommune	Vesterport St.	Standard	DSB App	Annuleret	Nej	0,-

## ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:

Således som sagen foreligger oplyst med de elektroniske logs, er det påvist, at klageren ikke havde modtaget nogen mobilbillet på telefonen inden påstigning på bussen den 29. marts 2024, hvilket er et krav i medfør af de Fælles landsdækkende rejseregler pkt. 2.4.2., hvor det anføres, at det er kundens ansvar, at rejsehjemlen er endeligt modtaget på den mobile enhed før påstigning, og at det ikke er tilstrækkeligt, at bestillingen er påbegyndt.

Det fremgår af DSB-billetloggen, at klageren ikke havde nogen gennemførte køb i DSB-appen i marts måned 2024, idet de fire bestillinger den 16. og 26. marts alle var afsluttet uden levering af en billet. Videre fremgår det, at klageren i juli måned 2024 fik leveret ni billetter succesfuldt i appen.

Herefter anser ankenævnet det for tilstrækkeligt godtgjort, at det må have beroet på forhold ved klagerens egen opsætning/indstilling/opdatering/forbindelse, der gjorde, at appen ikke kunne gennemføre hendes billetbestillinger i hele marts måned 2024.

Det fremgår af klagerens MobilePay, at beløbet den 29. marts 2024 stod som "reserveret". Dette betyder, at beløbet først bliver trukket fra kontoen, når der leveres et produkt i form af en billet.

Klageren havde dermed ikke betalt for rejsen, fordi der ikke blev leveret nogen billet.

Ankenævnet finder det ikke godtgjort, som klageren gør gældende, at hun havde en billet, der forsvandt i appen og ikke kunne forevises ved kontrollen.

Herefter blev kontrolafgiften til klageren pålagt med rette, og da det ikke er en betingelse for at pålægge en kontrolafgift, at passageren bevidst har søgt at omgå rejsereglerne, finder ankenævnet, at der ikke har foreligget sådanne særlige omstændigheder, at kontrolafgiften skal frafaldes.

For så vidt angår de fire kontrolafgifter i Metroen, er klageren blevet henvist til at klage til Metro Service, idet nærværende sag udelukkende vedrører Movias kontrolafgift.

## **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.

### **"Pkt. 2.4.2. Særligt for mobilprodukter (der leveres via SMS eller app)**

"Det er kundens ansvar, at rejsehjemlen er endeligt modtaget på den mobile enhed før påstigning. Det er ikke tilstrækkeligt, at bestillingen er påbegyndt. Billetter eller kort skal under hele rejsen være mulig at kontrollere for kontrollerende personale. Dette sker ved scanning. Skærmen skal være i en sådan stand, at kontrol er muligt.

Der må ikke rettes i rejsehjemlen. Rejsehjemlen er kun gyldig på det telefonnummer, hvortil den er bestilt og må ikke videresendes og/eller deles. Dog kan en kunde profil på RejseBillet app, 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.

Ved køb af mobilprodukter accepteres betingelserne for det enkelte produkt. Gældende betingelser fremgår af de enkelte selskabers hjemmesider (se afsnit 17). Midttrafik mobilklippe kort er gyldige i den periode og på den strækning samt det omstigningsområde eller det antal zoner, som antallet af stemplinger giver ret til."

## **Parternes krav og begrundelser over for ankenævnet:**

### **Klageren har gjort følgende gældende:**

"I have gotten fine unjustly due to technical glitch in the app. I have purchased a ticket which disappeared from the app. I could only provide a prove of payment minutes before the controle happened. There was obvious bug in the update of DSB app code and it is visible in the system of DSB that an error occurred as I was informed after calling customer support. Therefore I was penalized due to circumstances beyond my control, yet movia clames I still have to pay for the error of online service they provide.

**Ønsker at opnå:** I want them to cancel the fine as well as reimbursed the expences of appealing."

### **Movia har svaret hertil:**

" 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 Romana did not present a valid ticket since her purchase on the mobile device was not completed at all. She boarded the bus before the inspector but was still not in possession of a valid ticket when the inspector boarded.

Movia refers to the Joint National Travel Regulations § 2.4.2. It is the customer's own 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. In this case, it means that Romana is responsible herself for ensure that the ticket is received before entering the bus.

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 a mobile ticket fits with the customer type and the valid time.

### **The Joint National Travel Regulations:**

#### **2.2. Customer categories**

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

#### **2.3. Purchase of travel documents**

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

#### **2.4. Purchase of travel document**

*Public transport in Denmark is an open system with widespread self-service, and it is therefore always the customer's responsibility to have a valid travel document upon boarding, including by ensuring that the Rejsekort has been checked in correctly.*

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

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

#### **2.6. Inspection of travel documents**

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

#### **2.7.1. Inspection of travel documents**

*Customers who do not, when requested, present valid travel documents, including having checked in correctly on Rejsekort for their travel, must pay an inspection fee.*

### **Inspection fee**

On the day in question, the inspection team boarded the bus at Toftegårds Plads at 13:50:55. When inspecting complainant, who was already on board, she could not present anything. According to her own complaint, she boarded the bus at Kirsten Walthers Vej 1 stop before the inspector.

**Where did you board the bus?:** Kirsten Walthers Vej (Gammel 194 m Koge Landevej)

The inspection fee was issued at 13:53:16.

<b>Stop</b>	Toftegårds Plads
<b>Påstigning</b>	29-03-2024 13:50:55
<b>Udstedt dato/tid</b>	29-03-2024 13:53:16
<b>Stået af</b>	29-03-2024 13:54:48

The reason for the fee was named “No ticket presented” – “Ingen billet fremvist”, since complainant did not present anything.

**Årsag** | Ingen billet fremvist

According to the travel regulations, Customers who do not, when requested, present valid travel documents, must pay an inspection fee.

**Comments and decisions:**

**Extract from the complaint:**

*“I have purchased a ticket through dsb app, payment went through but the ticket never appeared on the app. This has happened several times since the DSB and MobilePay app was updated to the new version.”*

In the complaint, we read that she claims to have had a valid ticket she could not present due to technical problems. She subsequently sent us her alleged ticket, which she could not present during the inspection.

To the provider, DSB, we asked the following questions:

**Vi ønsker oplysninger om:**

1. Kan I koble den vedhæftede billet til ovenstående kunde?
2. Hvilke informationer får I på vedhæftede billet; heraf gyldighed, tidspunkt for køb, zoner mm. ?

**“We want information about:**

1. Can you link the attached ticket to the above customer?
2. What information do you have on the attached ticket; including validity, time of purchase, zones etc.? “

**Vi fik følgende svar:**

Købet af vedlagte billet, er ikke blevet gennemført, hvilket kan skyldes, at kunden er gået for hurtigt ud af appen.

**We received the following response:**

The purchase of the attached ticket has not been completed, which may be due to the customer exiting the app too quickly.

DSB also sent us more specific information regarding the ticket, which proves that the status was cancelled.

Ordrenr	Salgsdato	Rejsedato	Fra	Til
200098338	29.03.24	29.03.24	Gammel Køge Landevej 43, 2500 Valby, Københavns Kommun	Strynøgade 7, 2100 København Ø, Københavns Kommune

Produkt	Leveranceform	Status
Standard	DSB App	Annulleret

Technical malfunctions purchasing tickets can be caused by several factors like bad reception, the ticket app not being updated, payment card issues, problems with MobilePay, wrong entry etc.

Alle of these issues are out of the Movia's influence, which is why we cannot take the responsibility for any payment or connection problem the customer might have had.

In this specific case, according to DSB, the problem appears to have been the customer's own fault as she allegedly exited the app too quickly, preventing the purchase from being completed.

The rules regarding purchase of mobile tickets are very clear. Your mobile ticket needs to be received prior to entering the bus according to the joint national travel regulations. Unfortunately, you cannot board the bus without a ticket - even if you try to purchase one after boarding.

**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.*

We find that it is clear to know when a ticket is received. If there are any problems when purchasing the ticket, there will be either an error message or an image of the screen trying to connect. In most error messages a warning appears not to start the journey until the purchase has been completed.

We will point out that not even the purchase attempt seemed to have been presented during the inspection but was subsequently sent. Therefore, we find that complainant could easily have acquired the necessary knowledge that it was not the actual ticket she had received on her phone when boarding.

For all cases, the rule about receiving the mobile ticket before boarding is very important, as it would negatively affect the cheating rate if passengers were allowed to receive the ticket on the bus, despite of any disruptions such as server or payment issues. Thereby, you would have the option to wait to complete the purchase of your ticket if you were to see an inspector, and during the ticket inspection you would always be able to shift the blame to circumstances for which you yourself are responsible.

Therefore, this is among others one of the main reasons why a customer always must ensure to carry the actual ticket before the boarding is proceed.

#### Movias conclusion

Movia does not find that we can take the responsibility of the non-completed mobile ticket attempt, that Romana experienced on the day in question. It is always the customers own responsibility to ensure that the final ticket is received prior to boarding. Only when having the exact ticket, a customer can board the bus.

On the one side, the rule about mobile tickets ensures that the customer's potential opportunities to cheat are significantly limited, while from the customer's side it is a guarantee that she cannot risk boarding the bus without having the actual ticket.

If boarding takes place regardless of whether the customer is aware that the ticket has been finally received, it is in the risk of receiving a fine.

Movia maintains the inspection fee since Romana 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.

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

### **Klageren har hertil gjort gældende:**

"You have sent me a picture with prove the ticket was cancelled, there is no time on the pictures at all. The tickets actually were not cancelled until hours later and after I contacted dsb and movia. How is that a valid confirmation from your side?"

You also claim I have left the app too early, where do you get that information? I have not left the app and never stated anywhere in the communication anything like that. I have also called with an employee from dsb/movia, luckily on speaker with witnesses where they said they can see an error in their system. Therefore I do not agree with your false statements. Once again I have proven I purchased the tickets, I have contacted my bank which stated there was no issues with payment and it was the dsb app which caused it. I would like you to address all of this, which you still failed to do so."

### **Hertil har Movia svaret:**

Efter Ankenævnets henvendelse sendte Movia atter sagen i høring hos DSB.

De har svaret os følgende:

*"Vi har ikke noteret nogen systemfejl på DSB appen den 29-03-2024.*

*Der kan være flere årsager til, at kundens køb ikke bliver gennemført:*

- 1. Kunden går for hurtigt ud af appen inden købet bliver gennemført.*
- 2. Kunden har ikke mobildata/internet på købstidspunktet.*
- 3. Købet gennemføres ikke grundet fejl hos Mobilepay*

*Jeg kan se, at kunden normalt betaler med kreditkort ved køb i DSB appen.*

*Kunden får svar med det samme om købet er blevet gennemført, hvilket vil sige inden for 1 minut.*

*Vi kan se, at samtlige køb kunden har foretaget i marts måned, ikke er gennemført, hvilket kunne tyde på, at kunden er klar over, at der må være et problem, med den måde kunden forsøger, at købe billetter på i DSB appen.*

*Vi har følgende oplysninger på kunden:*

[loggen udeladt, da er gengivet ovenfor]

*Med venlig hilsen  
XXX"*

### **Comments from Movia:**

First, we note from the response from DSB that complainant had several canceled orders throughout the month of March. Taking that into account, we believe that she should have been aware of the problem before meeting the inspector on the day in question. The mentioned metro employee is not employed by Movia, and not relevant for the case, since the alleged guidance is based on the fact that she should have been allowed to enter the metro and not the bus, where her fee was issued.

To summarize, DSB rejects any troubles with the DSB app on the day in question. DSB suggests that the claimed error it is due to either: 1. Leaving the app too quickly, 2. Lack of internet/data, 3: Mobilepay error. Furthermore, they claim that the customer receives a response within one minute if the purchase has not been completed.

If a customer experiences problems purchasing mobile tickets, one must order a ticket somehow else before boarding the bus. You can buy tickets via DOT Billetter app, RejseBillet app, DSB app, via SMS 1415 or by using Rejsekort.

You can read the information at the bus stop on how to order tickets. At stations you will also find ticket machines. You can also always ask the driver for guidance or purchase a cash ticket upon boarding.

### **Hertil har klageren gjort gældende:**

"On the day in question, I was rushing to the airport to meet my friends and attempted to purchase four metro tickets via the DSB app. I completed the process well before arriving at the airport but noticed that the tickets had not been issued, with the payment showing as pending. This caused me concern, especially since I was buying four tickets, which would lead to a significant financial burden if the payment was processed multiple times.

Given the situation, I followed the instructions provided in the app, which advise contacting the nearest metro employee if there is a problem with ticket purchase. I located a controller on the train, explained my issue, and showed him my phone to demonstrate that the app had not completed the purchase. The controller acknowledged the problem and suggested I wait a few minutes for the payment to go through. He was aware of my financial concerns, and his advice led me to believe that I was taking the correct course of action.

However, when we reached the airport and my friends boarded the metro, the same controller—accompanied by a colleague—issued fines to all of us, despite our earlier conversation. He advised me to contact Movia to explain the situation, assuring me that many passengers had experienced similar issues with the app. Unfortunately, Movia has now declined my request, which brings me to this appeal.

### **Addressing Movia and DSB's Comments:**

I understand that Movia and DSB have presented several reasons why they believe my purchase may not have gone through. I would like to address these points directly:

1. **Exiting the App Too Quickly:** I did not exit the DSB app at any point during my journey, from the time I initiated the ticket purchase until the incident with the controller. I remained in the app, continuously checking to see if the purchase had been completed.
2. **Lack of Internet Connection:** I had a stable internet connection throughout the journey. I have regularly used the DSB app in similar conditions without issue. In this case, there was no interruption in my mobile data that would have prevented the purchase from being completed.
3. **MobilePay Error:** While DSB mentions that an issue with MobilePay might have prevented the purchase, I did not use MobilePay for this transaction. As noted, I typically pay by credit card, which is the method I used on this occasion. Furthermore, my bank confirmed that the payment was not canceled on their end but was instead canceled by Movia-DSB several hours after the incident.

### **Prior Issues with the DSB App:**

I have been a loyal user of the DSB app for years, and I rely heavily on public transportation, as I do not own a car or have a driver's license. In March, I experienced similar issues with ticket purchases not going through. While I am aware that there were problems, I did not anticipate the same happening again, as these issues are typically intermittent and I've always managed to resolve them in the past by switching apps if necessary. However, this time I was purchasing multiple tickets, which made it more complicated.

### **Financial Impact and Unfairness of the Fines:**

I would like to highlight that I am currently unemployed, which makes these fines especially burdensome. I have always been a responsible commuter, purchasing tickets diligently and adhering to all rules. Given my financial situation and the fact that I was acting in good faith by seeking assistance from the controller, I believe that the issuance of four fines is deeply unfair and disproportionate. I trusted the controller's advice, and I hoped that my long-standing history of compliance with ticket purchases would be considered in good faith.

### **App Issues Acknowledged by Movia Staff:**

It is also important to note that the metro employee, who is not under Movia's employment but was a metro controller, explicitly mentioned that similar app issues have been reported by several other passengers and acknowledged that the system has had recurring problems since a recent update. This further indicates that I am not alone in facing these challenges with the DSB app.

### **Conclusion:**

In conclusion, I respectfully request that the board of appeal consider the full context of the situation, including the app's technical issues, my attempt to resolve the problem by contacting the controller, and my current financial situation. I trust that you will understand that I did everything within my power to address the issue responsibly, and I ask for the fines to be reconsidered"

### **Til dette har Movia svaret:**

"Movia emphasizes rule § 2.4.2 of the Joint National Travel Regulations applies to all situations regarding ticket purchase on the mobile phone. The customer must ensure that the actual ticket has been received before the journey starts.

Movia also emphasizes:

1. Complainant has had several canceled orders throughout the month of March, which could indicate that payment evasion could have taken place on several other journeys than the one in question.

2. DSB has not experienced any general problems with the app on the day in question.
3. Everything indicates that it was complainants' own action, technical, payment or connection related problems that were to blame for the lack of purchase.
4. Any customer will know within one minute at most if the purchase is cancelled or not.

### **Hertil har klageren gjort gældende:**

"They are lying! There has been many issues of lots of people with the same problem! Their own employees said so. I have witnesses to that who will gladly speak to the board if needed. And they also are making up that you will know if the payment was cancelled within minute. I did not know until an hour or more after that and they know very well they can see that in their system as well as my bank can see that as well as I have witnesses to that too. All willing to come and talk if needed.

Yes I had several cancelled tickets, that is correct but I was told they are launching new big app update and therefore it should stop being unreliable soon. So I have used an app in hope they are fixing the issues. And I would simply buy DOT ticket instead if I would see the payment is pending and did not go through. Thats why you can see several cancelled tickets in that month. I have always bought tickets and even use different apps if so and they know that very well. So them trying to take money from someone who buys tickets just shows the character of this company.

I hope you will look at it with understanding as I dont have the means to pay several thousands in fines to a company that has been scamming people off."

På ankenævnets vegne



Lone Bach Nielsen  
Nævnformand