

## AFGØRELSE FRA ANKENÆVNET FOR BUS, TOG OG METRO

- Journalnummer:** 24-0366
- Klageren:** XX på egne vegne og på vegne af datteren YY  
Tyskland
- Indklagede:** Metroselskabet I/S v/Metro Service A/S  
**CVR-nummer:** 21 26 38 34
- Klagen vedrører:** Kontrolafgift på 750 kr. og en nedskrevet kontrolafgift på 125 kr. for rejse på billetter, der var udløbet den foregående dag
- Parternes krav:** Klageren ønsker, at ankenævnet annullerer kontrolafgifterne helt eller nedsætter dem begge til 125 kr. Klageren gør gældende, at der ingen information var om, at billetterne var gyldige straks efter køb, og ikke kunne anvendes ved at aktivere dem, når man træder ind i transportmidlet, som i andre lande.
- Indklagede fastholder kontrolafgifterne, da billetterne blev åbnet straks efter købet, hvor der kom en tekst på engelsk om, hvor lang tid de var gyldige
- Ankenævnets sammensætning:** Nævnensformand, dommer Lone Bach Nielsen  
Vibeke Myrtue Jensen  
Rolf Høymann Olsen  
Helle Berg Johansen  
Dorte Lundqvist Bang

Ankenævnet for Bus, Tog og Metro har på sit møde den 20. februar 2025 truffet følgende

### **AFGØRELSE:**

Metroselskabet I/S v/Metro Service A/S er berettiget til at opretholde kravet om kontrolafgiften på 750 kr. til klageren og den kulancemæssigt nedsatte kontrolafgift til datteren på 125 kr.

Klageren skal betale beløbet til Metroselskabet I/S v/Metro Service A/S, der sender betalingsoplysninger til klageren.

Da klageren ikke har fået medhold i klagen, tilbagebetales klagegebyret ikke, jf. ankenævnets vedtægter § 24, stk. 2, modsætningsvist.

- oOo -

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

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

### SAGENS OMSTÆNDIGHEDER:

Klageren og hendes datter, der er bosiddende i Tyskland, skulle rejse til København den 17. august 2024 for at besøge klagerens ægtefælle, der arbejder i København.

Dagen inden deres ankomst til lufthavnen havde de købt to 3-zonesbilletter i DOT-appen, så de rejste med Metroen fra lufthavnen ind til deres hotel i centrum, som de indtastede som slutdestination. Billetterne blev købt den 16. august 2024 kl. 16:34:27, og var gyldige indtil kl. 18:04:27.

Købsflowet er gengivet nedenfor:

Foto 1

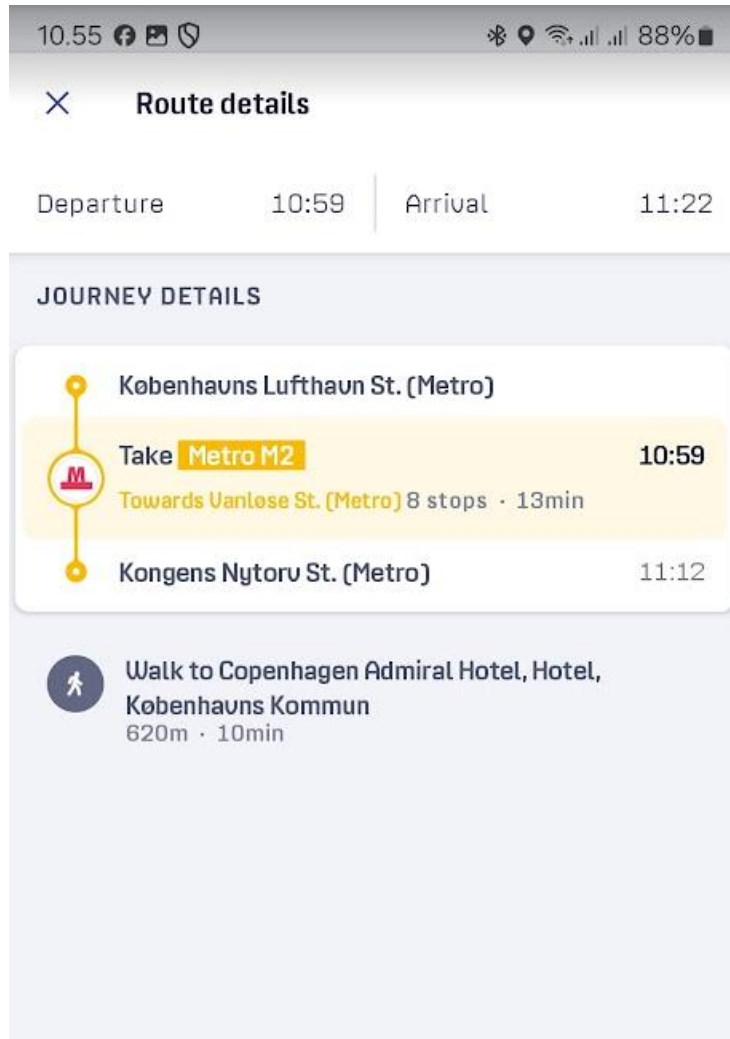


Foto 2:



Foto 3, hvor der står, at billetten er gyldig fra nu (Uden den gule overstregning):

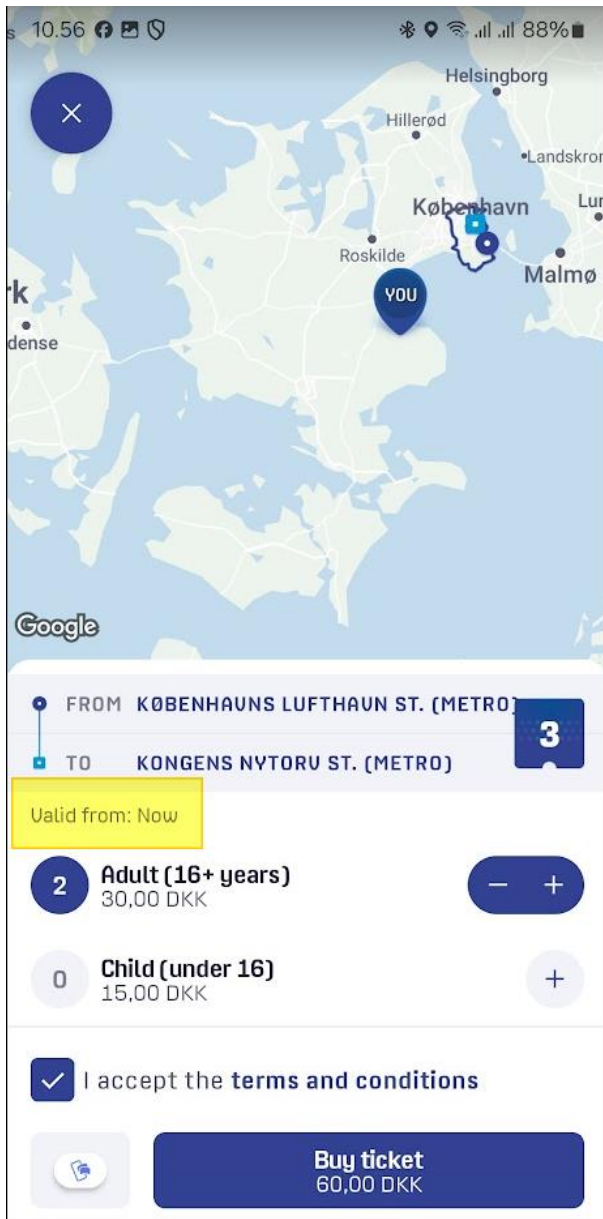


Foto 4, hvor der vises et eksempel på den billet, der herefter blev leveret med gyldighedslængde (Uden den gule ramme):



Når kunden scroller om til næste side, vises købs- og udløbstidspunktet, som på foto 5:



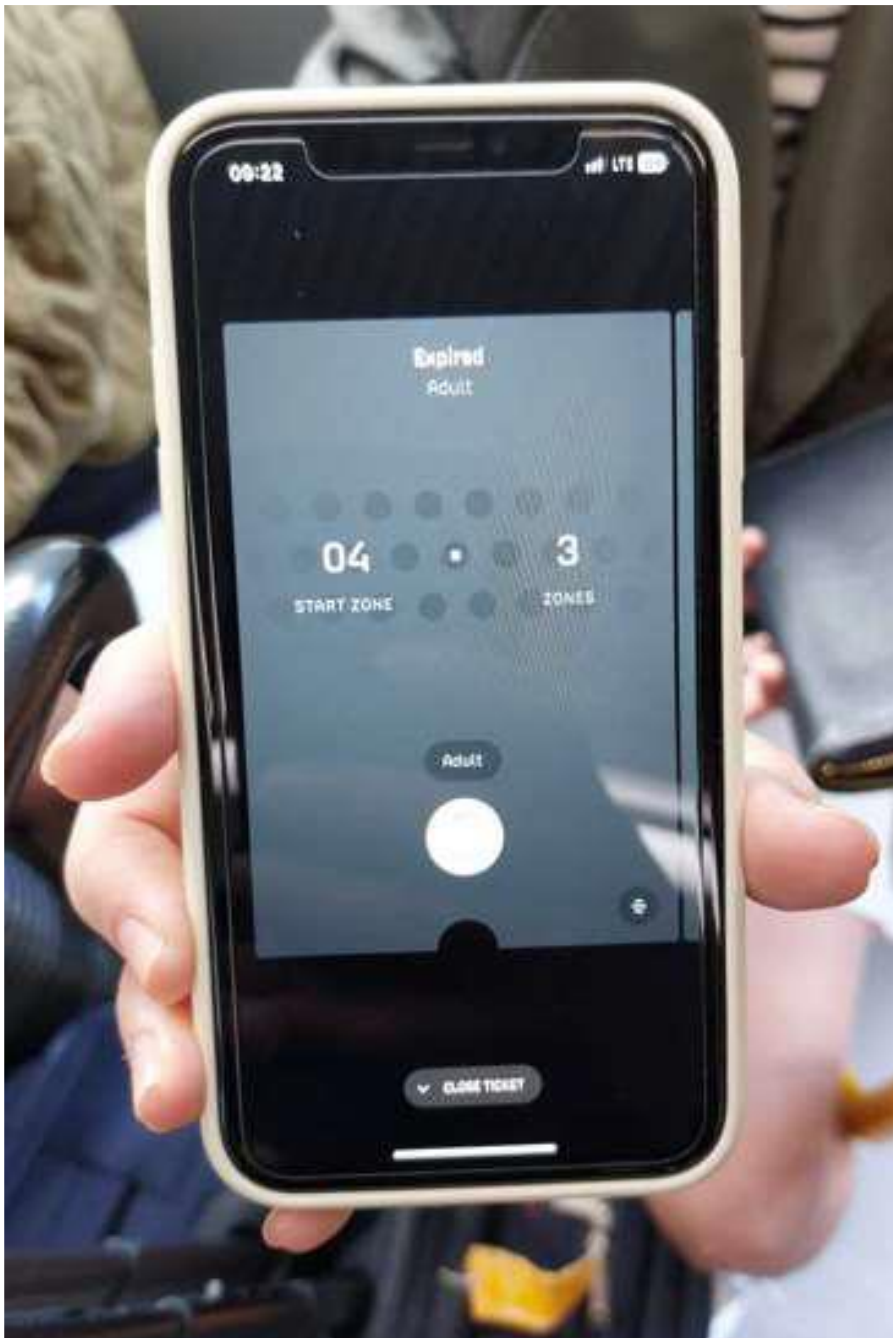
Klageren regnede med, at de ved at have købt billetterne i forvejen kunne vente med aktivere disse, til når de steg på Metroen, som de er vant til fra andre lande.

Imidlertid var billetterne gyldige fra købstidspunktet, og de udløb dermed den 16. august 2024

1½ time efter købstidspunktet.

Da klageren og datteren efter påstigning på Metroen den 17. august 2024 blev kontrolleret, tog stewarden et foto af deres billetter, hvoraf det fremgik, at billetterne havde skiftet farve fra blå til grå og nu havde teksten "Expired":

Foto 6:



Der blev herefter udstedt en kontrolafgift til dem hver på 750 kr. for at rejse på udløbne billetter:

```
<FeeDate>2024-08-17T09:22:28.0230000</FeeDate>
<Line>M1/M2</Line>
<StationFrom>Femøren</StationFrom>
<StationTo>Nørreport</StationTo>
<Adult>true</Adult>
<Child>false</Child>
<NumberOfBikes>0</NumberOfBikes>
<NumberOfDogs>0</NumberOfDogs>
<Cause>Udløbet</Cause>
<UnequalZones>false</UnequalZones>
<PaidCash>false</PaidCash>
<Amount>750</Amount>
<Cancelled>false</Cancelled>
<ChangedComment/>
<PaymentReceivedByUser/>
<Note/>
<TicketType>Mobilbillet</TicketType>
<SerialNumber/>
<SingleUseTicketStartZone xmlns:xsi="http://www.w3.org/2001/XMLSchema
<SingleUseTicketNumberOfZones xmlns:xsi="http://www.w3.org/2001/XMLSc
<RebateCardNumberOfValidations xmlns:xsi="http://www.w3.org/2001/XMLS
<RebateCardType/>
<RebateCardIsChild>false</RebateCardIsChild>
<PeriodCardZones/>
<PeriodCardType/>
<OtherText>pax er kommet til dk idag men kom til købe billet I går </
```

Dette klagede de over til Metro Service, og gjorde gældende, at de ikke var klar over, at billetterne var gyldige straks efter købet, for i Tyskland er billetterne først gyldige når man aktiverer dem efter købet.

Metro Service fastholdt kontrolafgiften til klageren, men tilbød pr. kulance, at nedsætte datterens kontrolafgift til 125 kr. Metro Service skrev, at det altid var en god ide selv at sikre sig inden påstigning at ens billet var gyldig, eller at søge information hos Metro Services medarbejdere på stationen. Videre anførte de, at billettens gyldighed var trykt på forsiden af billetten og også var tilgængelig under købsprocessen.

Derefter indbragte klageren sagen for ankenævnet.

### **ANKENÆVNETS BEGRUNDELSE FOR AFGØRELSEN:**

Klageren og datteren fremviste ved kontrollen i Metroen den 17. august 2024 enkeltbilletter i DOT-appen, der var købt dagen før, den 16. august 2024. Billetterne var gyldige i 1½ time fra købstidspunktet, og var derfor ikke gyldige på tidspunktet for deres rejse.

Enkeltbilletter til under 9 zoner i DOT er gyldige fra købstidspunktet og et nærmere fastsat tidsrum afhængigt af antal zoner.

I købsflowet får kunden besked på engelsk om, at billetterne er "Valid from: Now", som vist på foto 3 ovenfor.



Metro Service har oplyst i svaret til ankenævnet, at de kan se i billetloggen, at billetterne blev åbnet straks efter købet. Her fremgik det tydeligt, at billetten var gyldig i et vist tidsrum, som vist i eksemplet på foto 4: "Valid for 1h og 29m 50s".

Når kunden efter udløb forsøger at hente billetten igen, vil den have skiftet farve fra blå til grå og vise teksten "Expired", således som det fremgår af foto 6. Det er ankenævnets opfattelse, at det måtte have fremgået tilstrækkeligt tydeligt for klageren, at deres billetter var udløbet, hvis hun inden påstigning havde sikret sig, at deres rejsehjemmel var gyldig.

Herefter finder ankenævnet, at klageren ikke var berettiget til at antage, at deres billetter var gyldige ved rejsen dagen efter købet. Ankenævnet bemærker, at udenlandske passagerer ikke automatisk kan gå ud fra, at billetsystemet i et andet land virker på samme måde som i hjemlandet.

Som følge af det anførte blev kontrolafgiften til klageren og datteren 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 til klageren skal frafaldes eller nedsættes. Metro Service har pr. kulance nedsat datterens kontrolafgift til 125 kr., og der er ikke grundlag for yderligere nedsættelse.

## **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 til deres rejse, skal betale en kontrolafgift på 750 kr.

Det er passagerens ansvar, at rejsehjemlen er endeligt modtaget på den mobile enhed før påstigning. Og at den svarer til det ønskede.

## **PARTERNES ARGUMENTER OVER FOR ANKENÆVNEN:**

### **Klageren anfører følgende:**

"I arrived with my daughter in Copenhagen on August 17th via Flight [xxx] My husband wanted to be kind and purchased metro tickets for both of us via the DOT app in advance on August 16th. As an employee of

[xxx]he travels a lot and always buys his metro or bus tickets on advance via the corresponding apps.

Usually the ticket is then available on the app and has to be activated when you enter the train or bus. After purchasing the DOT ticket something was mentioned in Danish so we assumed that the purchase was confirmed and closed the app promptly.

The next day after arriving in Copenhagen airport right away after entering the metro I opened my DOT app, to as I thought, activate my tickets. At the same moment the ticket officer wanted to see my tickets and realized, that they already expired. He explained to me, that in the DOT system the tickets are valid right away after purchase. If I would have known this, I of course would purchased two more tickets for me and my daughter.

As you can see we did not want to travel without tickets on purpose. We purchased two tickets that we didn't use, because on the 16th of August we haven't been to Copenhagen yet.

**Ønsker at opnå:** Taking into account the facts, we kindly ask you to refrain from imposing a penalty."

### **Indklagede anfører følgende:**

" In the specific case, the complainant and her daughter were met by our inspector August 17th, 2024, at app. 09:22 between Femøren station and Nørreport station. The passengers presented mobile tickets. However, both tickets had expired the day before. As the passengers had no other form of travel documents, they each received an inspection fee in accordance with applicable regulations.

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: <https://www.rejsekort.dk/-/media/dms/Joint-National-Travel-Regulations.ashx>

In the Common travel rules, section 2.4. it says, among other things:

#### 2.4. Use of travel document

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



Rejsekort has been checked in correctly. On receipt of a travel document, the customer must make sure that the single ticket is in accordance with requirements.

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 her inquiries, the complainant has explained that it was her husband who bought the 2 mobile tickets and has also added that her husband works for Lufthansa and that he is therefore experienced in using the DOT app for ticket purchases in Denmark.

Since the vast majority of customers who buy a ticket in the DOT app need the ticket to travel here and now, the app's default is 'valid from now'. If you want to purchase a ticket with a different validity, you must enter this in the app yourself when ordering.

The screenshot below is an identical example of the search for tickets and the purchase of the same as what the complainant's husband did on 16 August.

From the DOT back-office, we have obtained the below documentation for the specific purchase. The first picture shows that the tickets were bought on 16 August 2024 at 16:34:27. Second image shows the details of the tickets, including start and end destination, price, and time validity. And also shows, *which we particularly draw attention to*, that the tickets were opened immediately after the purchase.

## Ordre- og billetdetaljer

Se billetdetaljer samt kundeinformation på købstidspunktet. Refusion, gensendelse af kvittering samt annullering af den aktuelle billet er også muligt.

Ordreinformation

Billetinformati

### Billetter tilknyttet ordren

Status	Navn	Passenger	Pris
betalt	Zonebillet (3 zoner)	Voksen	30,00 kr.
betalt	Zonebillet (3 zoner)	Voksen	30,00 kr.

### Orderinformation

**KØBSDATO:**  
16 Aug 2024 - 16:34:27

**ORDRE PRIS:**  
60,00 kr.

**DOT ORDRENUMMER:**

**REFUNDERET BELØB:**  
0,00 kr.



**TILBAGEVÆRENDE BELØB:**  
60,00 kr.

**REFUSIONSDATO:**  
Ikke tilgængelig

### on på købstidspunktet

**E-MAIL:**  
IKKE OPLYST

**EFTERNAVN:**  
IKKE OPLYST

**FORNAVN:**  
IKKE OPLYST

**FØDSELSDATO:**  
IKKE OPLYST

**MODEL:**  
iPhone 11

**OS VERSION:**  
iOS 17.5.1

**APP VERSION:**  
5.9.2

## Ordre- og billetdetaljer

Se billetdetaljer samt kundeinformation på købstidspunktet. Refusion, gensendelse af kvittering samt annullering af den aktuelle billet er også muligt.

Ordreinformation
Billetinformati

### Billet information

<p><b>BILLETTYPE:</b> Zonebillet</p> <p><b>STAMKORTNUMMER:</b> IKKE OPLYST</p> <p><b>BILLETNUMMER:</b> 2849945458V2</p> <p><b>VARENUMMER:</b> 30</p> <p><b>BILLETSTATUS:</b> Udløbet</p> <p><b>BILLET GYLDIG FRA:</b> 16 Aug 2024 - 16:34:27</p> <p><b>BILLET GYLDIG TIL:</b> 16 Aug 2024 - 18:04:27</p> <p><b>PRIS:</b> 30,00 kr.</p>	<p><b>PASSAGERTYPE:</b> Voksen</p> <p><b>STARTZONE:</b> 1004</p> <p><b>SLUTZONE:</b> IKKE OPLYST</p> <p><b>ANTAL GYLDIGE ZONER:</b> 4</p> <p><b>GYLDIGE ZONER:</b> 1001, 1002, 1003, 1004</p> <p><b>SØGEMETODE FRA:</b> Stop: CPH Lufthavn (04)</p> <p><b>SØGEMETODE TIL:</b> Søgning på adresse: Copenhagen Admiral Hotel, Hotel, Københavns Kommun</p>
--	--

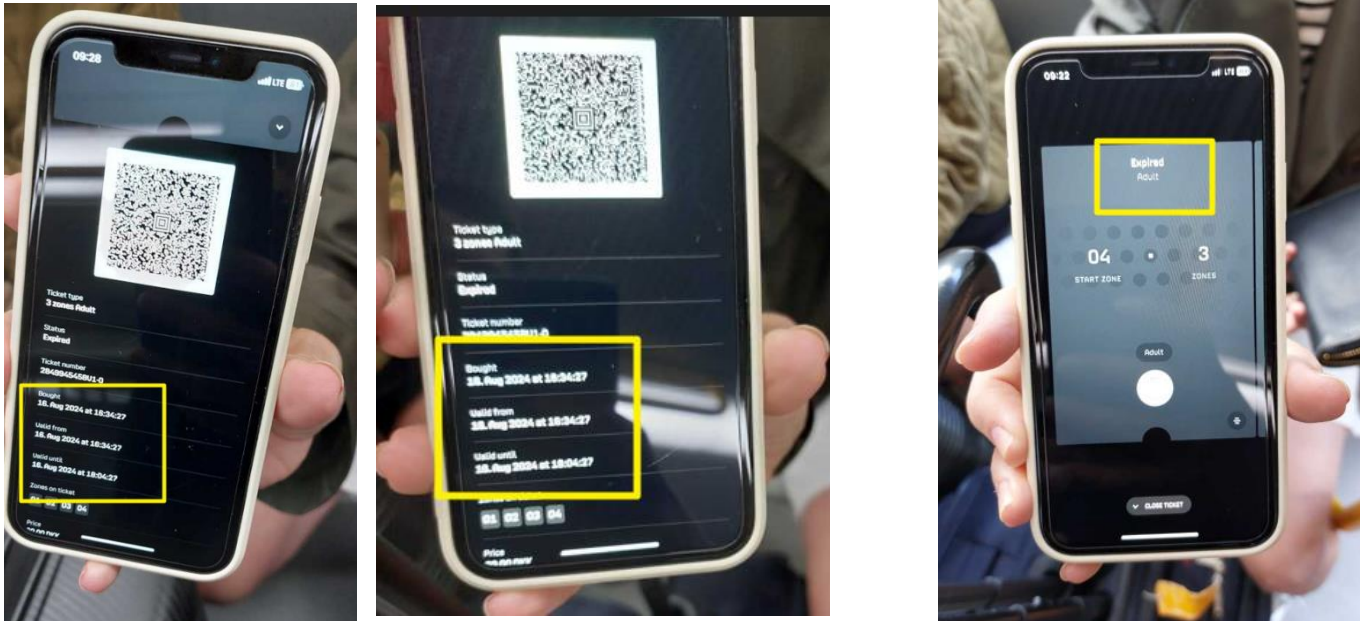
### Billethistorik

Status	Handling	Tidspunkt
● Gennemført	Ordre modtaget	16 Aug 2024 - 16:34:09
● Gennemført	Betaling gennemført	16 Aug 2024 - 16:34:27
● Gennemført	Salgskvittering sendt	16 Aug 2024 - 16:34:28
● Gennemført	Economy salg oprettet	16 Aug 2024 - 16:34:28
● Gennemført	Economy salg registreret	16 Aug 2024 - 16:34:28
● Gennemført	EBK salg er oprettet	16 Aug 2024 - 16:34:29
● Gennemført	EBK salg er registeret	16 Aug 2024 - 16:34:29
● Gennemført	Download af billet bekræftet	16 Aug 2024 - 16:34:33
● Gennemført	Billet åbnet	16 Aug 2024 - 16:34:33

When opening the tickets, it has been clear that the validity was active as well as information about when the validity expired.

See the example below of a 3-zone ticket that was bought at 09:20 and which was therefore valid for 1 hour, 29 minutes and 50 seconds, which was exactly the same information as appeared on the complainant's phone. [udeladt, da er gengivet ovenfor i sagsfremstillingen].

The steward took the photos below of the tickets presented by the complainant in the control situation. As can be seen from the pictures, the tickets had expired on 16 August 2024 at 18:04:27.



From the above documentation from the DOT back-office, it appears from the ticket order that it was chosen that the journey should start at the Airport and go to the Admiral Hotel in Copenhagen, and that 2 adults were to have a ticket. But *no* choice of travel date and time was made to alter default.

In her application to the appeal board, the complainant writes as follows:

*“Usually the ticket is then available on the app and has to be activated when you enter the train or bus.”*

If the complainant was of the belief that the tickets had to be validated upon boarding, then such validation would have required her to find the tickets on the phone and if the complainant had done that, she would have immediately been able to see that the tickets had long since expired and thus having acquired valid tickets before the journey by metro.

The requirement to be able to present a valid card or ticket on request applies to all passengers. And if you cannot do that, it must be accepted that you have to pay an inspection fee.

It is beyond any doubt that the complainant and her daughter traveled by metro on 17 August without having valid tickets and thus the inspection fees are rightly imposed. As the case manager in the customer service department wrote to the complainant in his decision, Metro is therefore within its right to maintain both inspection fees at the full amount.

However, Metro has decided to accommodate the complainant and her daughter by reducing one inspection fee to DKK 125 while the other inspection fee is maintained at the full amount. Thus, we maintain the demand for a total payment of DKK 875 for the 2 inspection fees.”

**Hertil har klageren gjort gældende:**

However, we will NOT withdraw the appeal.

In fact, there is no doubt that we were unable to present valid tickets on 17 Aug. And of course we are aware that you are responsible for having a valid ticket by yourself. We have never disputed this fact. However, it should be noted that, as already mentioned several times, we purchased the tickets via the DOT billetter app on 16 Aug, with the understanding that the tickets have to be activated upon entering the train.

So we did NOT enter the metro knowing that we had invalid tickets.

As visible on your screenshots, somewhere within the text it is noted that the tickets are valid immediately. It should be noted here that in our experience with other worldwide transport apps, the DOT app is the only one where the tickets are valid IMMEDIATELY after the payment process!

After consultation with a German transport lawyer, when purchasing a ticket before completing the payment process, there is no clear indication that the ticket is valid immediately after payment and that the General Terms and Conditions are accepted upon purchase. This is a gross omission on the part of the seller and penalises the consumer/buyer.

There should be an unambiguous and clear indication, for example highlighted in colour, that the tickets are valid immediately. However, as we closed the app after confirming the payment process following our purchase on 16 August, we were unable to see the validity information.

From a legal point of view, it is imperative that before purchasing a ticket, the buyer must be informed UN-AMBIGUOUSLY and CLEARLY about when the tickets are valid after payment. This is not the case with the DOT app. There is merely a note within the text, which is easy to overlook.

It should also be borne in mind that tourists, such as ourselves, cannot be expected to have the same knowledge as residents, which means that the facts must be assessed differently. The fact is that Metro Copenhagen did not suffer any damage, as we had a ticket that we did not use. It should therefore be decided on a case-by-case basis.

To accommodate you, we are prepared to pay a fee of DKK 125 each for both tickets as a gesture of goodwill. We hope that this will finally settle the case."

Metro Service har svaret hertil, at yderligere nedsættelse er udelukket, og at det ikke ændrer ved sagen, at en advokat i Tyskland har oplyst, at der skal være tydelig besked om, at billetterne er gyldige straks efter købet.

På ankenævnets vegne



Lone Bach Nielsen  
Nævningsformand