Terms and conditions for the Danish travelcard Rejsekort

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Rejsekort terms and conditions

The Rejsekort terms and conditions are an agreement between Rejsekort A/S and you as a customer of Rejsekort A/S. The terms and conditions are to be accepted when you order/purchase a Rejsekort.

Note: The terms and conditions herein are applicable for Rejsekort Personal, Rejsekort Flex, and Rejsekort Anonymous. There are separate terms and conditions for Rejsekort Business.

The provisions of the Danish Consumer Contracts Act on the right to withdraw a purchase in connection with distance selling do not apply, if you purchase a Rejsekort online or using an order form. Cardholders may at any time request to have any remaining balance on their card refunded. See section 39s of the Danish Payment Services Act. See section 4.4 below on refund of balance from a blocked/closed Rejsekort.

The valid Rejsekort terms and conditions are at any time available on www.rejsekort.dk or from a serviced point of sale. You may also contact the Rejsekort Customer Centre to obtain the terms and conditions.

Please note that the terms and conditions are subject to change. Any changes to your disadvantage are subject to two months' notice before they apply to you. You will be notified by e-mail or by letter of any such changes, and the contents of the new Rejsekort terms and conditions. Within the two months period of notice, you may close your Rejsekort free of charge, if you do not wish to accept the new terms and conditions. If you do not close your Rejsekort within the two-month period, you are deemed to have accepted the changes. See sections 4.3 and 4.4 below on closing of Rejsekort.

Please also note that the fees mentioned in section 1.4 below are subject to change in line with the general price trend. Changes will be posted at www.rejsekort.dk in reasonable time before the new fee will apply. You will be notified by e-mail of any substantial changes in fees and introduction of new fees before the new fees will apply. You will also be informed whether the change will allow you to close your Rejsekort free of charge and under what conditions.

Changes that are not to your disadvantage will be made without prior notice. Such changes will always be posted at www.rejsekort.dk.

Customers holding a Rejsekort Anonymous shall always keep themselves up-to-date with changes in Rejsekort terms and conditions on www.rejsekort.dk, as no personal details are attached to such a card and the bearer therefore cannot be contacted.

The Rejsekort terms and conditions are available in Danish and in English.

The following information and definitions may be useful reading the Rejsekort terms and conditions:

Rejsekort A/S, Automatikvej 1, 1st floor, 2860 Søborg, CVR number 27 33 20 72, is a company owned by a number of Danish transport companies. Rejsekort A/S has issued Rejsekort terms and conditions and are the issue of all Rejsekort. Rejsekort A/S is also data controller regarding all personal data in the Rejsekort system.

Transport Company is one of the companies affiliated with Rejsekort A/S, that is:

- Trafikselskabet Movia, Gammel Køge Landevej 3, 2500 Valby, www.moviatrafik.dk
- DSB, DSB S-tog and DSB Øresund, Telegade 2, 2630 Taastrup, www.dsb.dk
- Sydtrafik, Banegårdspladsen 5, 6600 Vejen, www.sydtrafik.dk
- Nordjyllands Trafikselskab, J. F. Kennedys Plads 1R, 3rd floor, P.O. Box 1359, 9000 Aalborg www.nordjyllandstrafikselskab.dk
- Metroselskabet, Metrovej 3, 2300 Copenhagen S, www.m.dk
- Midttrafik, Søren Nymarks Vej 3, 8270 Højbjerg, www.midttrafik.dk
- Arriva Tog A/S, Skøjtevej 26, 2770 Kastrup, www.arriva.dk

Cardholder is the person whose name, date of birth etc. is registered in the Rejsekort master data.

Card bearer is the person who is in possession of a Rejsekort Flex or a Rejsekort Anonymous.

Parent is the person who is liable for the use of a Rejsekort on behalf of a child under the age of 18. The Rejsekort terms and conditions also use the term 'parent' for a guardian.

Customer service: Day-to-day customer service is handled by the Transport Companies. In case of queries, requests, complaints, etc. the Transport Companies should be contacted. The Transport Companies can also receive payment from customers in full discharge and give receipt for such payment in their own name on behalf of Rejsekort A/S.

Journey: A journey begins with a check in and ends with a check out. When changing means of transport during a journey, you must check in again. A journey can continue after check out, if a new check in is done within a fixed time (see valid Travel Regulations) after check out at the same place.

There are four sales and information channels:

Rejsekort website www.rejsekort.dk: This site contains further information about the Rejsekort. Self-service facilities are available when logging on to rejsekort.dk/self-service.

Rejsekort Customer Centre: The Transport Companies' joint service centre for all Rejsekort customers. Customers can contact Rejsekort Customer Centre, if they experience problems with their Rejsekort or if they wish to request information about Rejsekort. See www.rejsekort.dk for opening hours. You can contact Rejsekort Customer Centre on www.rejsekort.dk or by phone on +45 70 11 33 33. Telephone lines are open 24 hours for blocking Rejsekort. Rejsekort Customer Centre provides information about the possibilities of being served through the different sales channels.

Point of sale: The Transport Companies have points of sale offering personal service. See the points of sale at www.rejsekort.dk.

Rejsekort Vending Machine: Self-service Rejsekort Vending Machines are available at many stations and some bus terminals.

1. The Rejsekort

1.1 What is a Rejsekort?

You can use a Rejsekort to pay for journeys, and when checked in, the Rejsekort is your travel document (ticket) for journeys with the Transport Companies affiliated with the Rejsekort system. At the first check in of every journey with the Rejsekort, a prepayment for the journey is deducted.

A Rejsekort cannot be used if its balance on first check-in does not equal at least the amount of the prepayment. You can see the current prepayment on www.rejsekort.dk.

The settings of a Rejsekort Anonymous must be changed to 'nationwide journey' to be valid when you travel between different fare regions of Denmark. Read about the division into fare regions and how to change the settings on your card on www.rejsekort.dk.

By using the Rejsekort as their travel document, Users accept both the travel regulations applicable specifically to the Rejsekort (Rejsekort Travel Regulations) as well as the regulations applicable to the different means of transport of the individual transport companies (the general Rejsekort Travel Regulations/terms and conditions of business of the affiliated transport companies).

1.2 How to use a Rejsekort

When travelling with Rejsekort, you must check in when the journey starts, check in on every change of means of transport during the journey, and check out when the journey ends. It is necessary to check in when you change to another means of transport during the journey – the price of the journey may be affected according to the route you take. See section 5.3 for objections to the price paid for a journey. The price for the journey – subtracted the prepayment – is deducted from the Rejsekort at check out at journey end.

Failure to check in (both when the journey starts and during the journey) means that the Cardholder or Card bearer are travelling without a valid travel document and may be subject to a control charge. Failure to check out implies that the price of the journey cannot be calculated. In case of failure to check out, the prepayment will remain deducted. Furthermore, an additional amount may be charged as payment for any journey which can be ascertained that the Rejsekort has been used to make. Failure to check out may also result in the Rejsekort being blocked. See section 4 below.

The price of the journey will be calculated on correct check out. If the price of the journey exceeds the prepayment, the difference will automatically be deducted from the Rejsekort. If the price of the journey is lower than the prepayment, the difference will automatically be added back to the Rejsekort. On check out, the price of the journey is shown on the card reader display.

Check in and check out by holding your Rejsekort on the 'Blue Point' of a card reader, marked 'check in' and 'check out', respectively. When you travel by bus, check in and check out on the card readers in the bus. When you travel by train or metro, check in and check out using the card readers in the station or on the platform. The Cardholder and Card bearer is responsible and shall ensure correct check-in and check-out.

The rules of use for Rejsekort before, during and after a journey are set out in the Rejsekort Travel Regulations on www.rejsekort. dk. This website contains information about the different types of Rejsekort, how to use a Rejsekort before, during and after the journey, rules for changing settings on the Rejsekort for different needs, detailed descriptions of how to check in and check out, and other information.

1.3 Card issuer

Issuer of all Rejsekort (irrespective of card type) is: Rejsekort A/S Automatikvej 1 1st floor 2860 Søborg. CVR number 27 33 20 72 E-mail: administration@rejsekort.dk

1.4 Prices and fees

- The following prices and fees apply to the purchase of Rejsekort and the provision of services:
- Card price (purchase and repurchase), Rejsekort Personal: DKK 50
- Card price (purchase and repurchase), Rejsekort Flex: DKK 50
- Card price (purchase and repurchase), Rejsekort Anonymous: DKK 80
- Fee for issue of a Rejsekort at a point of sale: DKK 30
- Fee for forwarding supplementary historical journey data in the form of a printout in addition to the information which Rejsekort A/S has a duty to provide to the Cardholder at any time under chapter 5 of the Danish Payment Services and Electronic Money Act: DKK 20. No fee will be charged for forwarding historical journey data for the past recent 13 months.
- Fee for requesting cash disbursement of the balance of a Rejsekort Personal or Rejsekort Flex if the Cardholder has an account with a Danish bank: DKK 50

The at any time applicable prices and fees for purchasing Rejsekort and services are also available on www.rejsekort.dk.

The price for each journey with a Rejsekort is calculated individually and is determined by the relevant fare authority (the Transport Companies that set the prices and Travel Regulations for the use of Rejsekort). The price depends, among other things, on whether the person using the Rejsekort is an adult, young person, child, old-age pensioner or other. The time and distance travelled and discount level obtained also influence the price. Prices and discounts for journeys with Rejsekort are available on www.rejsekort.dk and may also be calculated on www.rejsekort.dk.

1.5 Card types and validity

A Rejsekort is issued either as a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous. All cards have a card number printed on it. A Rejsekort is valid for five years from the date of issue. After that date, a Rejsekort must be repurchased.

A Rejsekort Personal is personal and the Cardholder must therefore always participate in journeys where a Rejsekort Personal is used. The holder may check in additional companions for the journey. The Cardholder's name is printed on the card. If a Rejsekort Personal is used on a journey where the Cardholder is not participating, the card can be confiscated, and the traveller have not a valid travel document. See section 4 below on blocking of this card type.

A Rejsekort Flex may be used by anybody to whom the Cardholder has entrusted the card for purposes of using it as a travel document. See section 4 below on blocking of this card type. Holders of Rejsekort Flex are subject to the same rights and obligations as holders of Rejsekort Personal, including the liability rules in section 5, irrespective of whether the holder has entrusted the Rejsekort to another person.

An Rejsekort Anonymous is not affiliated with any particular person and can therefore be used as travel document by any bearer of the card. The Card bearer cannot block this type of Rejsekort, even if it is stolen or otherwise lost. Only the Card bearer has rights and obligations with respect to a Rejsekort Anonymous.

Further details of the applications of the individual types of Rejsekort are set out in the Rejsekort Travel Regulations.

1.6 Obligations for using a Rejsekort

1.6.1 Rejsekort Personal and Rejsekort Flex

When you buy a Rejsekort Personal or a Rejsekort Flex, you have to show or submit personal data such as your name, residential address and CPR number. You must show or submit identification according to the at any time valid rules defined by Rejsekort A/S.

The Cardholder has a duty to give notice of any changes to the information provided, including, in particular:

- name, address, telephone number and e-mail
- changes to a payment card or a bank account affiliated with any auto reload and payment agreement.

The Cardholder has a duty to keep and handle the Rejsekort safely.

Should the information submitted prove incorrect, Rejsekort A/S is entitled to close any Rejsekort held by the person in question without notice. See sections 4.3 and 4.4 below for the procedure on closing and the legal effects thereof.

Cardholders shall regularly and carefully verify entries of journeys (historical journey data), prices of journeys and the card balance on their personal page of the self-service facilities on www.rejsekort.dk, by requesting historical journey data from the previous 13 months on www.rejsekort.dk, on Rejsekort vending machines for the last five journeys, or by contacting the Rejsekort Customer Centre.

Cardholders also have a duty to contact the Rejsekort Customer Centre as soon as possible in case of any unauthorised or erroneous entries in journey data, or in case of incorrect journey price. On correct check-out after the end of a journey, the price of the journey will be displayed on the card reader display. Cardholders have a duty to object to the Rejsekort Customer Centre as soon as possible, if they consider the price incorrect. See also section 5.3 below about deadlines for objections.

Cardholders must block their Rejsekort as soon as possible if it is lost or they suspect abuse. See section 4.1 below for further information on blocking of Rejsekort.

A Rejsekort Personal can be confiscated at an inspection of tickets if the card is used by any other than the Cardholder. See section 4.5 about confiscation of Rejsekort Personal.

1.6.2 Rejsekort Anonymous

The bearer of a Rejsekort Anonymous has a duty to regularly and carefully verify the entries of journeys (historical journey data), their price and the card balance. Bearers of a Rejsekort Anonymous also have a duty to contact Rejsekort A/S (Rejsekort Customer Centre) as soon as possible, if such verification reveals any unauthorised or erroneous entries, or in case of journey prices which the Cardholder finds incorrect. On correct check out after the end of a journey, the price of the journey will appear on the card reader display. Cardholders may also verify the price of the past five journeys on a Rejsekort vending machine or by contacting a point of sale offering such service. See also section 5.3 below about deadlines for objections.

1.7 Rejsekort for children

1.7.1 Children below 15 years of age

Children below 15 years of age can only make an agreement to purchase a Rejsekort, if a parent agrees to be liable on behalf of the child for all expenses related to the purchase and use of the card.

The child will be registered as Cardholder, and all notices relating to the card will be sent to the child who is the Cardholder, but all notices relating to the financial liability will be sent to the parent. Accordingly, the rules on liability in section 5 below apply to the parent.

The liability continues until the child turns 18 years of age.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

1.7.2 Children of 15, 16 and 17 years of age

Children of 15, 16 and 17 years of age may purchase a Rejsekort against payment in cash. With respect to other forms of payment, the provisions in section 1.7.1 above apply.

Children of 15 years of age are categorised as "children" for customer type purposes. Children of 16 and 17 years of age are categorised as 'adults' or "young" for customer type purposes.

When making the purchase, the child accepts that the parent may gain insight into the card's historical journey data.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

2. Card balance and reload

2.1 Rejsekort balance

A Rejsekort holds a balance consisting of the amount for which journeys can be made. The Rejsekort balance increases when reloaded and decreases when the Rejsekort is used for journeys. The card price (section 1.4) is not included in the balance.

The balance does not always cover the full price of the journey. This means that the Rejsekort may have a negative balance. The Cardholder has a duty to settle a negative balance immediately.

A Rejsekort cannot be used if the balance at the beginning of the journey does not at least correspond to the prepayment (section 1.1). See Rejsekort Travel Regulations.

The Rejsekort balance cannot exceed DKK 2.200 at any time. Any reload involving amounts that would increase the balance to more than DKK 2.200 is rejected. Furthermore, with respect to a Rejsekort Anonymous, the maximum amount that can be travelled for in any calendar year is DKK 18,000. The card will be blocked if this limit is exceeded. See section 4.2.

2.2 Rejsekort reload

All Rejsekort may be reloaded using a Rejsekort vending machines and at some points of sales. Rejsekort Personal and Rejsekort Flex may also be reloaded using the self-service facilities on www.rejsekort.dk (see section 2.2.1 below) or automatically by an auto reload agreement (see section 3).

2.2.1 Reload using www.rejsekort.dk

If you order a reload by using www.rejsekort.dk, the Rejsekort will be reloaded on subsequent contact with Rejsekort equipment, and only thereafter is the reload amount collected from the payment card used.

Card readers in stations and on platforms are updated approximately every five hours, whereas card readers in buses are updated approximately once every 24 hours. Accordingly, reload using www.rejsekort.dk should take place at least 5 respectively 24 hours before the amount is required to be available on the Rejsekort. Read more on www.rejsekort.dk.

If the Rejsekort does not come into contact with Rejsekort equipment within seven days after ordering the reload on www.rejsekort. dk, the reload order will be cancelled and no amount will be reloaded to the Rejsekort.

3. Reload agreement for Rejsekort Personal and Rejsekort Flex

3.1 Entering into a reload agreement

Holders of a Rejsekort Personal or a Rejsekort Flex may make an agreement with Rejsekort A/S on automatic reload of their Rejsekort, a so-called auto reload agreement.

When entering into a reload agreement, a payment card must be registered to the reload agreement.

The Cardholder is to select a Transport Company to manage the reload agreement. The management include handling in connection with the entering into, change and termination of the reload agreement, receipt of transfers and related customer service. The Transport Company will also handle debt collection in case of debt under the reload agreement.

The Rejsekort is reloaded with the amount and the criteria specified for the reload agreement. Reloads take place whenever the Rejsekort balance falls below the specified minimum amount. See also section 3.2 below.

3.1.1 Connecting reload agreements to Rejsekort for children below the age of 18

A parent can connect a reload agreement to a Rejsekort Personal or Flex, which is issued to his/her child.

The parent has access to the child's Rejsekort on their personal page of the self-service facilities on www.rejsekort.dk. The child itself has no access to the self-service facilities. However, the child can require historical journey data from the previous 13 months. See section 1.6.1.

The parent is liable for any use of the child's Rejsekort within the limits of the reload agreement until Rejsekort A/S has been requested to block or close the relevant Rejsekort according to the procedure in section 4, or the reload agreement is closed or terminated by the Cardholder and the managing Transport Company has received the termination.

The reload agreement runs until closed or terminated by the holder of the reload agreement.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

3.2 Changes to a reload agreement

Cardholders may change the reload amount, the number of maximum daily reloads and the threshold amount triggering reload using the self-service facilities on www.rejsekort.dk or by contacting selected points of sale where this service is available. It will take up to 24 hours before the changes takes effect.

Cardholders are obliged to give notice of changes to payment cards connected with the reload agreement.

3.3 Termination of a reload agreement

The reload agreement may be terminated without notice by the Cardholder by using the self-service facilities on www.rejsekort.dk or by contacting the Rejsekort Customer Centre. It will take up to 24 hours before the termination takes effect. Upon termination, the card holder is liable for any use until the travel company receives the notice of termination.

3.4 Breach of a reload agreement

Rejsekort A/S is entitled to terminate a reload agreement immediately in case of breach of the agreement by lack of payment for reloads, or if the registered payment card is no longer active, e.g. if it is blocked or expired, and the Cardholder has not registered an active payment card despite being encouraged to do so.

Notice of termination will in practice be given by a letter or an e-mail from the Transport Company managing the reload agreement.

4. Blocking/closing and refunding the balance of a Rejsekort

4.1 Blocking of a Rejsekort by the Cardholder

Cardholders shall immediately block a Rejsekort Personal or a Rejsekort Flex if:

- the card is lost or stolen or
- the Cardholder suspects that the card has been or is being abused.

Cardholders may block Rejsekort using the self-service facilities on www.rejsekort.dk or by calling the Rejsekort Customer Centre at +45 70 11 33 33, which is open 24 hours for blocking. Cardholders must identify themselves and state the card number when blocking a Rejsekort.

When the request for the blocking of a Rejsekort has been received, the time of blocking will be confirmed in writing to the Cardholder, normally by e-mail.

Rejsekort A/S does not cover any losses due to unauthorised use on Rejsekort without a reload agreement until Rejsekort A/S has been requested to block the relevant Rejsekort. Rejsekort A/S is liable as from the time of blocking.

With respect to Rejsekort with a reload agreement, Rejsekort A/S covers incurred losses of the Cardholder due to other's unauthorised use of a Rejsekort, provided Rejsekort A/S is contacted for blocking of the Rejsekort as soon as possible after the Cardholder becomes aware of the unauthorised use. However, if Rejsekort A/S proves that the Cardholder failed to contact Rejsekort A/S to have the Rejsekort blocked as soon as possible after it had been lost, stolen or suspected of having been abused, the Cardholder will be liable up to a maximum amount of DKK 4,000 for any losses incurred due to unauthorised use by others until the card is blocked. Read more about liability and objections in section 5.

A blocked Rejsekort cannot be reopened. On blocking, any remaining positive balance will be refunded to the Cardholder, and any negative balance will be collected. See section 4.4. The Cardholder does not have to pay the price for repurchasing a Rejsekort unless the reason for the blocking is attributable to the Cardholder.

A Rejsekort Anonymous cannot be blocked. See the procedure for closing a Rejsekort Anonymous in section 4.4.

4.2 Blocking of a Rejsekort by Rejsekort A/S

The Cardholder will be informed of the reason in writing as soon as possible when Rejsekort A/S blocks a Rejsekort.

Rejsekort A/S is entitled to block a Rejsekort without notice provided:

- special circumstances prevail, including grounds for suspecting an abuse,
- journeys made on a Rejsekort Anonymous during a calendar year exceed DKK 18,000, or journeys made on a Rejsekort Personal or a Rejsekort Flex during a calendar year exceed DKK 18,000 and the Cardholder fails to meet the identification requirements under the legislation to prevent money laundering despite being urged to do so by letter or e-mail, or
- the Cardholder of a Rejsekort Personal or a Rejsekort Flex has requested that the Rejsekort is closed, or the agreement relating to the relevant Rejsekort or the customer relationship has been terminated cf. section 4.3, or if the Cardholder withdraw his/her consent to Rejsekort A/S and the affiliated Transport Companies to process personal data.

Rejsekort A/S is entitled to block a Rejsekort after giving notice by letter or e-mail when:

- the card has a negative balance, see section 4.2.1 or
- the Cardholder or Card bearer repeatedly fails to check out, see section 4.2.2.

4.2.1 Blocking in case of negative Rejsekort balance

Rejsekort A/S may block a Rejsekort if the card balance is negative and the Cardholder fails to reload it to zero or positive balance after two written reminders.

4.2.2 Failure to check out

If the Cardholder or Card bearer fails to check out after the end of a journey three times within 12 months, Rejsekort A/S is entitled to block a Rejsekort Personal or a Rejsekort Flex after sending two warnings to the Cardholder by letter or by e-mail. At the same time, the Cardholder may be added to the customer register, see section 6.2.1 below.

A Rejsekort Anonymous may be blocked immediately if check-out has not taken place two times or more during a period of 12 months.

4.3 Closing of a Rejsekort and termination of customer relationship

Cardholders may at any time close their Rejsekort and thereby terminate their Rejsekort agreement or their customer relationship. When requested to close a Rejsekort/terminate the agreement or relationship, Rejsekort A/S will block the Rejsekort in question.

See www.rejsekort.dk and section 4.1 for the procedure in connection with the closing of Rejsekort and section 4.4 for the procedure in connection with refunding of the remaining balance.

4.4 Refunding of balance from a blocked or closed Rejsekort

A Rejsekort that has been blocked cannot be reopened. After blocking or closing a Rejsekort, Rejsekort A/S will make up its balance. The card price (section 1.4) is not included in the balance and will not be refunded, when a Rejsekort is blocked or closed.

If found, a blocked or closed Rejsekort must be handed in to Rejsekort A/S or an affiliated Transport Company. Any remaining balance will be refunded as soon as possible, but as all transactions on a Rejsekort must be available in order for the balance to be calculated correctly, it may take up to two weeks before any remaining balance can be refunded.

Any positive balance on a Rejsekort Personal or a Rejsekort Flex will be refunded to the Cardholder's NemKonto.

If the Cardholder is below the age of 18 and a parent has consented to be liable for the use of the Rejsekort, any remaining balance will be refunded to the parent's bank account/NemKonto, if the Cardholder does not have his/her own NemKonto.

Refunds to holders of Rejsekort Personal or Rejsekort Flex who do not have a NemKonto will be made by transfer to an account in a Danish bank designated by the Cardholder. In exceptional cases where the Cardholder does not have an account in a Danish bank, the balance may be refunded in cash to the Cardholder who applies in person at a designated point of sale. A list of points of sale is available on www.rejsekort.dk. To receive refund in cash, Cardholders must prove their identity, for example by presenting their passport, driver's licence or the like.

If the holder of a Rejsekort Personal or Rejsekort Flex has an account in a Danish bank to which the balance may be transferred but nevertheless requests refund in cash, this may take place in accordance with the above procedure and against payment of a fee. See section 1.4.

If the balance on a Rejsekort Personal or a Rejsekort Flex is negative, an invoice due for immediate payment will be forwarded.

A negative balance on a Rejsekort Anonymous must be paid immediately when the card is closed.

If a positive balance on a Rejsekort Anonymous is requested to be refunded, the card must always be handed in at a designated point of sale. A list of points of sale is available on www.rejsekort.dk. The name and address of the Card bearer must be disclosed. The Card bearer may choose to have the balance refunded into a NemKonto if the Card bearer's CPR-number is disclosed or to another account in a Danish bank, or in cash by application at a designated point of sale.

4.5 Confiscation of Rejsekort Personal

Only the Cardholder can use a Rejsekort Personal as a valid travel document. If any other than the Cardholder uses a Rejsekort Personal, it is considered abuse and the Rejsekort can be confiscated during inspection of tickets. See section 4.2 about blocking of Rejsekort in case of abuse of a Rejsekort. See also Rejsekort Travel Regulations.

5. Liability for Rejsekort use

5.1 Liability for Rejsekort without a reload agreement

The Cardholder is liable for payment for all journeys made with the Rejsekort. Rejsekort A/S does not cover any losses due to other's unauthorised use of a Rejsekort on Rejsekort without a reload agreement until Rejsekort A/S has been requested to block the relevant Rejsekort. Rejsekort A/S is liable as from the time of the request. See section 4.1.

5.2 Liability for Rejsekort with a reload agreement

The Cardholder is liable for payment for all journeys made with the Rejsekort. With respect to Rejsekort with a reload agreement, Rejsekort A/S covers incurred losses of the Cardholder due to other's unauthorised use of the Rejsekort, provided Rejsekort A/S is contacted for the blocking of the Rejsekort as soon as possible after the Cardholder becomes aware of the unauthorised use. However, if Rejsekort A/S proves that the Cardholder failed to contact Rejsekort A/S to have the Rejsekort blocked as soon as possible after the cardholder will be liable up to a maximum amount of DKK 4,000 for any losses incurred due to unauthorised use by others until the card is blocked, see section 4.1.

5.3 Deadlines for objections

Objections to an unauthorised or erroneous transaction (check in, check out, reload or the like) on Rejsekort must be received by the Rejsekort Customer Centre as soon as possible and not later than 13 months after the date of the relevant transaction. See section 63 of the Danish Payment Services and Electronic Money Act. In assessing whether objections have been made in due time, the duty to regularly verify entries of journeys will be taken into consideration. See sections 1.6.1 and 1.6.2.

6. Customer register

6.1 Purpose of the customer register

In the customer register Rejsekort A/S enters name, address, CPR number and cause of registration and the Cardholder cannot purchase a new Rejsekort Personal or Flex in a specified period of time, cf. below. The purpose of the customer register is to prevent losses being incurred due to non-payment for use of Rejsekort by not issuing Rejsekort to and not making reload agreements with persons entered in the customer register due to prior breach of agreements, cf. below.

6.2 Who is entered in the customer register?

Cardholders subject to sections 6.2.1 and 6.2.2 below may be entered in the customer register. Likewise, parents who have made a Rejsekort agreement and are liable on behalf of a child, see sections 1.7 and 3.1.1 above, may be entered in the customer register. The person entered in the register will be notified as soon as possible by letter or e-mail.

All registrations will be deleted from the customer register not later than after two years. See section 6.2.1 and 6.2.2.

6.2.1 Journeys not ended by check out

Failure to check out after the end of a journey with a Rejsekort Personal or a Rejsekort Flex three times within 12 months will entitle Rejsekort A/S to enter the Cardholder in the customer register after two written warnings.

Rejsekort A/S will delete the information in the customer register for this cause one year after the information has been entered, at the latest.

6.2.2 Debt to Rejsekort or the Transport Companies

If a Cardholder or a parent who is liable on behalf of a child owes more than DKK 1,000 to Rejsekort A/S or an affiliated Transport Company due to breach of an agreement on a Rejsekort including any reload agreement, Rejsekort A/S may enter that person in the customer register. Before being entered in the customer register, the person in question must have acknowledged the due debt in writing, or Rejsekort A/S or an affiliated Transport Company must have taken legal action against the Cardholder.

Rejsekort A/S will delete the person from the customer register:

- when the debt has been paid or
- not later than two years after the Cardholder was entered in the register.

7. Other terms and conditions

7.1 Processing of personal data

Rejsekort A/S regards it as very important that Cardholders are comfortable about using Rejsekort and www.rejsekort.dk and the reload agreements.

All personal data, including names, addresses, telephone numbers and CPR numbers disclosed in connection with the issue/order of Rejsekort or reload agreements, etc. will be treated responsibly and in accordance with relevant legislation, including the Danish Act on Processing of Personal Data. See also Rejsekort A/S' privacy policy, which is available at all times on www.rejsekort.dk.

The privacy policy contains further details on which data have been entered, how they are processed, who has access to them, etc.

7.2 Information about journeys made and card balance (insight into historical journey data and card balance) Holders of a Rejsekort Personal or a Rejsekort Flex are entitled to insight about transactions made on their Rejsekort, including historical journey data, prices of journeys and card balance. Parents who have entered into a Rejsekort agreement and are liable on behalf of a child under 18 years of age are also entitled to insight into the transactions made on the child's Rejsekort.

Furthermore, Cardholders have a duty to keep themselves informed of transactions made on the Rejsekort. See section 1.6.

Cardholders can also obtain access to information using the self-service facilities on www.rejsekort.dk.

For all types of Rejsekort, access to information about the five last journeys and the current card balance can always be obtained by placing the Rejsekort on a Rejsekort Vending Machine.

Holders of a Rejsekort Personal or a Rejsekort Flex may also obtain such information by applying in person to a serviced point of sale. Holders must prove their identity as requested by the staff, for example by presenting picture identification issued by a public authority, such as a passport or a driver's licence.

Furthermore, the Cardholder has access to information by using the self-service facilities on www.rejsekort.dk

In order to get access to information about journeys made on a Rejsekort Anonymous (in addition to the information registered on the card itself, see above), the bearer of a Rejsekort Anonymous must apply in person, present the card and render probable that the bearer is the person who has used the card. This may, for example, take the form of the employee asking questions to the bearer about which journeys have been made on the card.

By applying to Rejsekort Customer Centre, holders of Rejsekort Personal and Rejsekort Flex can also obtain a transcript of transactions made on the Rejsekort.

7.3 Errors and irregularities

If errors in the Rejsekort system causes transactions by which a Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous incurs a direct loss, Rejsekort A/S will assume liability therefore.

If the Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous notes that the statement of journeys made (historical journey data) includes journeys they believe they have not made, or which are wrongly entered, or if the balance is not correct, the Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous must immediately contact the Rejsekort Customer Centre using the contact form on www.rejsekort.dk or by telephone. See sections 1.5, 1.6, 4.1 and 5.3.

Neither Rejsekort A/S nor the affiliated Transport Companies are liable for any losses incurred due to a Rejsekort being rejected by an affiliated Transport Company in connection with a transaction. If a card reader or a Rejsekort Vending Machine is out of order when attempts are made to check in or check out, another Rejsekort Vending Machine or card reader must be used. If the other Rejsekort Vending Machines and card readers at the location are also out of order, the staff (train crew, bus driver, station staff or the like) or the Rejsekort Customer Centre should be contacted without undue delay. If the operational problem cannot be solved, a ticket must be procured otherwise, unless in very exceptional cases, e.g. comprehensive system failure, where use of Rejsekort is impossible and it is announced on www.rejsekort.dk that you can omit from it, or the affiliated Transport Companies have announced it through the loudspeaker or otherwise have informed that it can be omitted.

7.4 Defective Rejsekort

Rejsekort A/S will replace all defective Rejsekort free of charge.

7.5 Inquiries

Inquiries may be addressed to the Rejsekort Customer Centre through www.rejsekort.dk or by telephone +45 70 11 33 33.

7.6 Complaints

Complaints should first of all be addressed to the Rejsekort Customer Centre through the form on www.rejsekort.dk.

If the complainant does not agree with the decision of the case by the Rejsekort Customer Centre, complaints can be submitted to one of the complaints boards below depending on the matter of the complaint.

Appeal Board for Bus, Train and Metro

Complaints regarding defective equipment, collection of control charges, the functionality of Rejsekort, fail in check in and check out, entering into the customer register, etc., can be submitted to the

Appeal Board for Bus, Train and Metro Gammel Køge Landevej 3 2500 Valby mail@abtm.dk www.abtm.dk

Danish Consumer Ombudsman

The Danish Consumer Ombudsman processes complaints regarding the marketing and advertisement of Rejsekort (the Danish Marketing Practices Act) and complaints regarding non-compliance with the E-Commerce Act.

Furthermore, the Danish Consumer Ombudsman processes complaints regarding, i.e. non-compliance with obligations to give specific information, third party-abuse of cards, good practice, etc. cf. the Payment Services Act.

The Consumer Ombudsman is the supervisory authority regarding Rejsekort Anonymous.

Consumer Ombudsman Carl Jacobsens Vej 35 2500 Valby Forbrugerombudsmanden@kfst.dk www.forbrugerombudsmanden.dk

Danish Data Protection Agency

Complaints regarding the processing (registration, sharing, etc.) of personal data by Rejsekort, including when a Rejsekort is blocked, are processed by the Danish Data Protection Agency

Danish Data Protection Agency Borgergade 28, 5th floor 1300 Copenhagen K dt@datatilsynet.dk www.datatilsynet.dk

Please read the guidelines for complaints at www.rejsekort.dk.

Issues and disputes relating to the interpretation of the Rejsekort terms and conditions are subject to Danish law.

Rejsekort A/S / Automatikvej 1 1st floor / 2860 Søborg / Rejsekort terms and conditions/ Version 6 / May 2013 / M65 folder

Terms and conditions for the Danish Rejsekort Rejsekort Effective from 11 April 2014

Version 6.4 UK version









