



## Conditions for checking in and out with your payment card or credit card



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Steeds slimmer, steeds makkelijker

[ovpay.nl](https://ovpay.nl)



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## Introduction

In cooperation with several payment services (Maestro, MasterCard, VPAY and Visa)<sup>1</sup>, the Dutch public transport operators listed on the website and Translink are introducing the option of checking in and out on public transport with an appropriate Payment Card or Credit Card for purchasing a ticket. These Conditions apply to this checking in and out.

Because improvements, extensions or other changes regarding checking in and out with the Payment Card or Credit Card can still occur, these Conditions may be extended or amended. Passengers with an online account in the App will be informed of the amended Conditions. The amended Conditions will also be published on the Website.

## Article 1 – Definitions

Capitalised terms used in these Conditions are defined as set out below. Terms have the same meaning if they are shown in the singular in the list below but are used in the plural in these conditions (and vice versa).

**General Conditions of Urban and Regional Transport:** the general conditions for using public urban and regional transport by bus, tram, light rail, metro and regional public transport by train.

**App:** the mobile application jointly developed and offered by the Transport Operators and Translink (under the name OVpay) or the mobile application individually developed and offered by a Transport Operator, with which you can create an online account, consult that account, add a Payment Card and/or Credit Card to it, easily view the travel transactions and payments, submit service requests (such as correcting a missed check-out), and so forth.

**GC-DR:** Dutch Railways' transport conditions (Dutch Railways' General Conditions for the Carriage of Passengers and Hand Luggage).

**Bank:** an international or national financial institution that uses the payment services of Maestro, Mastercard, VPAY and/or VISA and where the bank account whose linked Payment Card you use on public transport is held.

**Bank/Credit Card Conditions:** the conditions of the Bank or Credit Card Company that apply to using the Payment Card or Credit Card.

**Basic Fare:** the fixed-price part of the Fare. Also called the boarding fee, fixed rate or Entrance Rate.

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<sup>1</sup> At the time these conditions take effect. The most up-to-date information, including on affiliated payment services, is available on [ovpay.nl](https://ovpay.nl).



**Payment Card:** the contactless payment card issued by the Bank (physical or digital card on a smart device) with which you use and pay for public transport by checking in and out at the designated card reader at the station, at the stop or in the vehicle.

**Contactless Public Transport Payment:** the payment method with which you, as the passenger, pay the Fare for the journeys you take on public transport by checking in and out with each Transport Operator (and, if applicable, each vehicle) with the Payment Card or Credit Card at the designated card reader at the station, at the stop or in the vehicle and with which the Daily Total of all journeys made after the Travel Day is debited from the corresponding account.

**Correction Fee:** a fixed amount charged for an Incomplete Journey. As the Transport Operator determines the fee amount, it can vary from one Transport Operator to another.

**Credit Card:** the contactless Visa credit card or Mastercard (physical or digital on a smart device) issued by the Credit Card Company, which you, as a passenger, use and pay for public transport.

**Credit Card Company:** an international or national credit card company affiliated with the payment services of Maestro, Mastercard, VPAY and/or VISA<sup>2</sup>, which has issued the Credit Card to you that you use on public transport.

**Daily Total:** all amounts you owe under these Conditions during a Travel Day to the Transport Operator(s) with which you travelled during that Travel Day.

**General Back Office:** Translink's digital back office where Tickets are registered, Fares are calculated, the Daily Total is kept updated, and so forth.

**Incomplete Journey:** when it is impossible to determine the Fare because a check-in or check-out is missing on the relevant travel route. A Correction Fee is charged in that case. You have the option to correct an Incomplete Journey.

**Travel Day:** the period starting at 00:00 and ending at 03:05 the next day.

**Fare:** the price of each journey, i.e. the travel route defined by a check-in and check-out, is determined, depending on the Transport Operator, based on (i) the Basic Fare plus the number of fare units or kilometres travelled between the check-in location and the check-out location or (ii) a fixed price. If the Fare cannot be determined because of an Incomplete Journey, a Correction Fee will be charged.

**Translink:** Trans Link Systems B.V. This company acts on behalf of public Transport Operators to collect check-in/check-out transactions, calculate and collect fares, distribute them to the participating Transport Operators and so forth.

**Ticket:** the proof that gives access to the relevant means of transport and which the passenger purchases always by checking in with the relevant Transport

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<sup>2</sup> At the time these conditions take effect. The most up-to-date information, including on affiliated payment services, is available on [OVpay.nl](https://ovpay.nl).



Operator for each journey using the Payment Card or Credit Card used to travel and which consists of a digital registration in the General Back Office. A Ticket is valid only if all requirements mentioned in Article 3 of the General Conditions of Urban and Regional Transport are met.

**Transport Operators:** the Dutch public transport companies mentioned on the OVpay.nl website, which accept the Contactless Public Transport Payment described in these conditions as a payment method for using their transport services.

**Conditions:** these conditions for checking in and out with your payment card or credit card.

**Website:** the website [www.ovpay.nl](http://www.ovpay.nl) managed by Translink on behalf of all Transport Operators and/or the website of the relevant Transport Operator on which you, as a passenger, can consult your online account and find further information about checking in and out with your Payment Card or Credit Card.

## Article 2 – Agreement and applicability of conditions

- 2.1 The transport provided by Keolis Nederland is subject to the GC-DR . The transport provided by the other Transport Operators is subject to the General Conditions of Urban and Regional Transport. These Conditions supplement the GC-DR and the General Conditions of Urban and Regional Transport. (<https://www.keolis.nl/vervoerbewijzen/voorwaarden-vervoerbewijzen>)
- 2.2 Use of an App is subject to that App's conditions for use.
- 2.3 Use of the Payment Card and Credit Card is subject to the Bank/Credit Card Conditions.
- 2.4 Besides these Conditions, a Keolis Nederland's specific product conditions may apply if you link their specific travel or discount products to your Payment Card or Credit Card. A discount product includes a subscription that confers the right to purchase discounted tickets.

## Article 3 – Using the Payment Card and Credit Card on public transport

- 3.1 To check in and out on public transport with the Payment Card or Credit Card, passengers must have their own Payment Card or Credit Card. Therefore, travelling while using someone else's Payment Card or Credit Card is not allowed. It is also neither allowed nor possible for several passengers to use the same Payment Card or Credit Card simultaneously.

<sup>4</sup> Link: <https://www.ov-nl.nl/vervoersvoorwaarden/>



- 3.2 To use the Payment Card or Credit Card for Contactless Public Transport Payments, the contactless functionality of the Payment Card or Credit Card must be enabled and working.

## Article 4 – Purchasing a Ticket with a Payment Card or Credit Card

- 4.1 As a passenger, you must check in with your own Payment Card or Credit Card at the start of each journey and check out with the same Payment Card or Credit Card at the end of each journey in the manner specified in the GC-DR and General Conditions of Urban and Regional Transport. A Ticket is obtained by checking in with the Payment Card or Credit Card.
- 4.2 You can check in and out with the Payment Card or Credit Card on public transport at the designated card reader at the station, at the stop or in the vehicle bearing the contactless payment logo.
- 4.3 As a passenger, you can see on the display above the card reader whether you have checked in because it will show ‘IN Betaalpas/Creditcard’ (IN Payment Card/Credit Card) or similar wording and a sound and/or light signal will confirm this. On check-out, ‘UIT Betaalpas/Creditcard’ (OUT Payment Card/Credit Card) or similar wording is displayed, and a sound and/or light signal confirms this too. If it cannot be determined in time whether there has been a check-in or check-out, ‘Geaccepteerd Betaalpas/Creditcard’ (Accepted Payment Card/Credit Card) or similar wording is displayed. The General Back Office can still determine whether it was a check-in or check-out using the journey reconstruction. You can see in your online account of the App whether you have checked in and therefore hold a Ticket.
- 4.4 The Payment Card or Credit Card can be used to obtain a valid Ticket only if your name as the passenger corresponds with the name of the Payment Card or Credit Card holder. Travel and discount products must be used under the conditions applicable to them.
- 4.5 It is neither possible nor permitted to check in with the Payment Card or Credit Card if:
- a) the Payment Card or Credit Card has been blocked for use on public transport because you have checked in and out as the passenger with that card, and it was not possible to collect the Daily Total (see Articles 5.5 and 5.6). This could be, for example, because you did not have sufficient funds in the bank account to which the Payment Card is linked or because the spending limit of the Credit Card has been reached
  - b) the expiry date of the Payment Card or Credit Card has expired
  - c) the contactless functionality of the Payment Card or Credit Card does not work or does not work correctly
  - d) the Payment Card or Credit Card has been issued by a party not affiliated with any of the participating payment services and/or has been issued by a party that does not meet the Transport Operators’ requirements for payment services.
- 4.6 Keolis Nederland has the right to refuse the Payment Card or Credit Card if:



- a) the account to which the Payment Card or Credit Card is linked is no longer used
  - b) the Payment Card or Credit Card has been reported as lost, stolen or defective to the Bank or Credit Card Company as referred to in Article 8 of these Conditions
  - c) the contactless functionality of the Payment Card or Credit Card works, but you have disabled it as the passenger
  - d) you use Keolis Nederland's travel or discount products and fail to comply with the applicable product conditions.
- 4.7 When the Ticket is checked at the station, at the stop or in the vehicle, you must show your Payment Card or Credit Card to the conductor or ticket inspector on request. However, you do not have to hand over your card; you can place it on the conductor's or ticket inspector's portable card reader yourself. As the passenger, you may also look at the relevant reader on request.
- 4.8 The Payment Card or Credit Card reading referred to in Article 4.7 only shows whether a valid Ticket is registered in the General Back Office for the journey in question (including station/stop, date, time and Transport Operator). It also shows the ten most recent check-in and check-out transactions for the past 62 days and whether the Payment Card or Credit Card has been blocked for use on public transport. The conductor or ticket inspector will never have access to your account and/or balance information.
- 4.9 If a Ticket has been purchased with a virtual Payment Card or Credit Card, you are responsible as the passenger for ensuring that your smart device's battery is sufficiently charged throughout the journey.

## Article 5 – Payment

- 5.1 The Tickets you purchase as a passenger during the Travel Day by checking in and out with your Payment Card or Credit Card, as described in Article 4 of these Conditions, are paid in arrears after the end of the Travel Day.
- 5.2 During the Travel Day, each journey's Fare is calculated separately in Translink's General Back Office. All Fares for each Payment Card or Credit Card will be added together at the end of the Travel Day. This Daily Total is then debited from your bank account the day after the Travel Day in case of a Payment Card, or Translink charges the spending limit of your Credit Card on behalf of the Transport Operators with a reference number starting with 'NLOV' and followed by a unique combination of 14 digits and letters (the reference number on your account statement to be found with the payment reference).
- 5.3 Notwithstanding the provisions of Article 5.1, Keolis Nederland need not wait until after the end of the Travel Day to collect funds. Keolis Nederland may do so during the Travel Day if the amount of the Fare(s) due at that time exceeds a threshold amount they determine. This threshold amount can also be €0 for some Payment Cards. The Fares due will then be debited for each journey from your bank account or deducted from your Credit Card spending limit. After successful payment, any subsequent journeys you make as a passenger will be charged as described in Articles 5.1 and 5.2 until the threshold amount is reached again.



- 5.4 Although no boarding fee or deposit is withheld at check-in, a reservation of €0 might show on your bank account or your Credit Card spending limit.
- 5.5 If you fail as a passenger to pay the Fare(s) due, the Payment Card or Credit Card will be blocked or will remain blocked for use on public transport, making it impossible for you as a passenger to check in and out with that Payment Card or Credit Card. The standard Payment Card or Credit Card payment option remains unchanged.
- 5.6 If payment of the Daily Total has been unsuccessful, for example, because of insufficient funds in the relevant bank account or because the Credit Card's spending limit has already been reached, then:
- a) you will see in your online account that your Payment Card or Credit Card has been blocked for use as a passenger on public transport
  - b) repeated attempts will be made in the subsequent days to collect the Fares due
  - c) as the passenger, you will also have the option to pay the amount due in your online account. You need to have access to online banking for this purpose
  - d) the next time you try to check in with your Payment Card or Credit Card, an attempt will be made to collect the Fare due, failing which the Payment Card or Credit Card will remain blocked, as referred to in Article 5.5.
- 5.7 Once the amount due has been paid, the Payment Card or Credit Card will be unblocked for public transport within 15 minutes (barring malfunctions). As a passenger, you can then use Contactless Public Transport Payments with that Payment Card or Credit Card again.
- 5.8 Keolis Nederland has the right to correct the Fare charged and settle it with you as the passenger if it is later established that the correct Fare was not charged. You are not allowed as the passenger to set off any claim you may have against Keolis Nederland against the claim that Keolis Nederland has against you.
- 5.9 If there is a dispute regarding the journeys made and the calculated Fares, the journey records and data in the General Back Office constitute conclusive evidence of the passenger's journeys unless the contrary is proved.

## Article 6 – Information and service

- 6.1 If you are a passenger using check-in and check-out on public transport with your Payment Card or Credit Card, you can access the following information and services:
- a) confirming whether you have checked in and/or out
  - b) viewing the associated travel transactions
  - c) viewing the Fare calculated for the completed journeys
  - d) viewing payments and the corresponding payment status
  - e) correcting any missed check-ins or check-outs as referred to in Article 7 of these Conditions
  - f) viewing any blocking of the Payment Card or Credit Card for use on public transport





- g) paying an outstanding amount as referred to in Article 5.5 under c of these Conditions if it has not been possible to collect the Daily Total and the Payment Card or Credit Card has been blocked for use on public transport for that reason
  - h) submitting a request to receive check-in and check-out notifications.
- 6.2 To access the information and services mentioned in Article 6.1 under a to g, passengers must create an online account in the OVpay app and/or with a Transport Operator and add the Payment Card or Credit Card used for travel to this account (see Article 6.3). Creating an online account is neither compulsory nor required for checking in and out with a Payment Card or Credit Card on public transport. Passengers without an online account can only access the information and services listed in Article 6.1 under b, c, d and e (see Article 6.5).
- 6.3 An OVpay account shows the journeys with all Transport Operators; an account with one Transport Operator shows only the journeys with that Transport Operator. A Payment Card or Credit Card can be added to the online account within 31 days of using a Contactless Public Transport Payment by following the instructions displayed when signing up for that account. Only one Payment Card or Credit Card can be linked to an account at a time. The passenger can only use the information and services mentioned in Article 6.1 under a to h for a linked Payment Card or Credit Card, even if several other Payment Cards or Credit Cards are linked to the same account (e.g. a physical Payment Card and a mobile Payment Card on a mobile phone belonging to the same account). Passengers who want service and information for several Payment Cards or Credit Cards must create several accounts. If your card is replaced, you also need to enter the new replacement Payment Card or Credit Card in your online account.
- 6.4 The online account can be accessed through an App.
- 6.5 Without an online account, you can request the information and services referred to in Article 6.1 under b, c, d and e through OVpay.nl and the customer service department of OVpay or Keolis Nederland by using the reference number shown on your account statement starting with 'NLOV' and followed by a unique combination of 14 numbers and letters with the amount debited.
- 6.6 Besides the information and services mentioned in Article 6.1 under a to g, OVpay and/or Keolis Nederland may offer additional information and services.

## Article 7 – Incomplete Journey

- 7.1 Translink charges a Correction Fee for an Incomplete Journey.
- 7.2 As a passenger, you can correct the Incomplete Journey in your online account in the App or, if you do not have an online account, through [Ovpay.nl/reisoverzicht](https://ovpay.nl/reisoverzicht) (travel history), OVpay's customer service or the relevant Transport Operator if the Transport Operator offers this service itself.
- 7.3 It is possible to correct the Incomplete Journey from five days to a maximum of 60 days after the day you forgot to check in or out. After correction, the Fare may be recalculated, and any amount you paid in excess will be deducted from a new Daily Total (if applicable) or, in other cases, refunded



within a few days to the bank account from which the Fare was initially debited, alternatively credited to the Credit Card spending limit. Keolis Nederland may cap the number of times a passenger may correct an Incomplete Journey. Current information about this can be found on Keolis Nederland's website.

## Article 8 – Lost, stolen or defective Payment Card or Credit Card

8.1 If your Payment Card or Credit Card is stolen or lost, contact the Bank or Credit Card Company and immediately block your Payment Card or Credit Card under the applicable Bank/Credit Card Conditions. As a passenger, you should also contact the Bank or Credit Card Company for any other incidents with your Payment Card or Credit Card, for example, if it is damaged or defective.

## Article 9 – Amending the Conditions

- 9.1 Keolis Nederland and Translink may unilaterally amend these Conditions at any time, subject to two weeks' notice starting on the day the passenger is notified of the amendments to these Conditions as stipulated in the following paragraph. Translink and Keolis Nederland may decide to amend the Conditions with immediate effect if either or both have a serious reason.
- 9.2 Passengers with an online account will be informed of the amended Conditions. The amended Conditions will also be published on the Website.

## Article 10 – Privacy

- 10.1 If you check in with the Payment Card or Credit Card as a passenger and start travelling with Keolis Nederland with which you have checked in, you agree that i) Translink will send your payment instruction to the Bank or Credit Card Company on behalf of Keolis Nederland, and ii) that the Fare charged by Translink for Keolis Nederland will be debited from your bank account or charged to your spending limit if you are paying by Credit Card.
- 10.2 Your personal data are processed when you check in and out using your Payment Card or Credit Card. The privacy statement on the website of Keolis Nederland with which you have checked in and travelled describes how your personal data are processed.



## Article 11 – Questions and complaints

- 11.1 Questions, complaints and comments about checking in and out with the Payment Card or Credit Card can be addressed to OVpay's customer service or Keolis Nederland with which you have travelled. OVpay's customer service can be reached by telephone (0900-1433; you will pay the usual call charges for this information number). For more information on opening hours, see <https://ovpay.nl/en/frequently-asked-questions#how-do-i-contact-ovpay>. You can contact Keolis Nederland through various service and information channels, as found on the website. Keolis Nederland's customer service staff cannot access your Payment Card or Credit Card details. Depending on your questions to OVpay's or Keolis Nederland's customer service, the customer service may ask for the reference number on your account statement as mentioned in Article 5.2 and the corresponding amount debited. This may be necessary to look up the required journey details. If complaints are submitted to Keolis Nederland, they will handle them under their complaints procedure (see Articles 7.16 to 7.20 of the General Conditions of Urban and Regional Transport).
- 11.2 Notwithstanding Article 11.1, you should contact Keolis Nederland directly if you have any questions about the Fare charged.

## Article 12 – Miscellaneous

- 12.1 Dutch law applies to these Conditions.
- 12.2 Translink and Keolis Nederland accept no liability for any form of damage or loss that a passenger incurs using their Payment Card or Credit Card on public transport unless Translink and/or Keolis Nederland have acted intentionally or been grossly negligent.

Amersfoort, 1 September 2023