



Terms and conditions for checking in and out with your payment card or credit card



Version 1.5
Status Final
Date 12 May 2024



Steeds slimmer, steeds makkelijker

ovpay.nl



Table of contents

Introduction	3
Article 1- Definitions	3
Article 2- Agreement and applicable conditions	5
Article 3 – Using the Payment Card and Credit Card on Public Transport	5
Article 4 – Purchasing a Ticket with the Payment Card or Credit Card	6
Article 5 – Payment	7
Article 6- Information and services	8
Article 7- Incomplete journey	9
Article 8- Payment Card or Credit Card lost, stolen or defective	10
Article 9 – BTM Age Discount	10
Article 10 – Amendments to Conditions	10
Article 11 - Privacy	11
Article 12 – Questions and complaints	11
Article 13 - Miscellaneous	11



Introduction

The Dutch public transport companies listed on the website [OVpay.nl](https://www.ovpay.nl) and Translink, in collaboration with a number of payment services (Maestro, Mastercard, VPAY and VISA)¹, are introducing a system for checking in and out on public transport with a suitable contactless payment card or credit card in order to buy a ticket. These are the applicable Conditions.

Improvements and enhancements or other changes may be made with regard to checking-in and out with the Payment Card or Credit Card which may add to or amend these Conditions. Travellers with an online account in the App will be notified of the amended Conditions. The amended Conditions will also be published on the Website.

Article 1- Definitions

Capitalised terms used in these Conditions are assigned the meanings set out below. Terms appearing in the singular in the list below but in the plural in these Conditions and vice versa have the same meaning.

General Conditions of City and Regional Transport: the General Conditions for the Use of Public City and Regional Transport by Bus, Tram, Light Rail, Metro and Regional Public Transport by Train.

App: the mobile application developed and offered jointly by the PTOs and Translink (under the name of OVpay), or the mobile application developed and offered individually by a PTO, which enables you to create and view an online account, add a Payment Card or Credit Card to it and thus easily view travel transactions and payments, and submit requests (such as correcting a missed check-out).

General Conditions of NS: the transport conditions of NS (the General Conditions for the Transport of Passengers and Hand Luggage by Nederlandse Spoorwegen).

Bank: a national or international financial institution that uses the Maestro, Mastercard, VPAY and/or VISA payment services and which holds the bank account to which the Payment Card is linked and which you use on public transport.

Bank/Credit Card Conditions: the conditions of the Bank or the Credit Card Company applicable to the use of the Payment Card or Credit Card.

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

Payment Card: the contactless payment card (physical or digital on a smart device) issued by the Bank with which you make use of and pay for public

¹ When these conditions come into effect. You will find the most up-to-date information, also about the affiliated payment services, at [OVpay.nl](https://www.ovpay.nl).



transport by checking in and out at the designated card reader at the station, at the bus stop or in the vehicle.

BTM Age Discount: a discount you can get as a passenger with the bus, tram and metro PTOs on the Fare depending on your Age Profile. This discount is automatically applied when you check in and out using your Payment Card or Credit Card with a PTO that grants that discount. The amount of this discount and the conditions under which it is granted and instructions on (obtaining) BTM Age Discount can be found on the website of the relevant PTO.

Contactless public transport payment: the payment method you as a passenger use to pay the Fare for the journeys you make on public transport by checking in and out per PTO (and if applicable per vehicle) with the Payment Card or Credit Card at the designated card reader at the station, at the bus stop or in the vehicle and with which the Daily Total for all journeys made is debited from the corresponding account after the Travel Day.

Correction fee: a fixed amount to be charged for an Incomplete journey. The amount is determined by the PTO and may therefore vary from PTO to PTO.

Credit Card: the contactless Visa credit card or Mastercard (physical or virtual on a smart device) issued by the Credit Card Company that you as a passenger use to pay for public transport.

Credit Card Company: a national or international credit card company affiliated with the payment services of Maestro, Mastercard, VPAY and/or VISA² and has issued you with the Credit Card you use on public transport.

Daily total: all amounts payable by you under these Conditions to the PTO(s) with which you have travelled during a Travel day.

Generic Back Office: Translink's digital back office where, among other things, Tickets are registered, Fares are calculated and the Daily total is updated.

Incomplete journey: the situation in which it is not possible to determine the Fare because a check-in or a check-out on the relevant route is missing. In that case a Correction Fee will be charged. You can correct an Incomplete journey.

Age Profile: the age profile expressed in an age category (e.g. 65 years and older) created via the App after the passenger enters certain data, including date of birth, in the App.

Travel day: The period starting at 00.00 hours and ending at 03.05 hours the following day.

Fare: the price of each journey, i.e. the route defined by check-in and check-out, is determined according to the PTO on the basis of (i) the Basic Fare plus the

² At the time of entry into force of these Conditions. You will find the most up-to-date information, also about the affiliated payment services, at [OVpay.nl](https://ovpay.nl).



number of fare units or kilometres travelled between the location of check-in and the location of check-out or (ii) a fixed price. A Correction Fee will be charged if the Fare cannot be determined because of an Incomplete journey.

Translink: Trans Link Systems B.V. The company that, on behalf of the public transport companies, collects the transactions for check-in/check-out, calculates and collects the fare and distributes it among the participating transport companies.

Ticket: the receipt which gives access to the means of transport concerned and which is purchased by the passenger by checking in with the PTO concerned for each journey using the Payment Card or Credit Card for travel and which consists of a digital registration in the Generic Back Office. A Ticket is only valid if all the requirements stated in article 2 and article 3 of the General Conditions of NS are met when travelling with NS and article 3 of the General Conditions of City and Regional Transport when travelling with the other PTOs.

PTO(s): the Dutch public transport companies listed on the OVpay.nl website that accept the Contactless OV Payment described in these Conditions as a payment method for the use of their transport services.

Conditions: these Conditions for checking in/out with your debit or credit card.

Website: the website www.ovpay.nl managed by Translink on behalf of all the PTOs and the website of the relevant PTO on which you, as a passenger, can view your online account and find more information about checking in and out using your Payment Card or Credit Card.

Article 2- Agreement and applicable conditions

2.1 Transport by NS to the General Conditions of NS ([AVR-NS](#))³. Carriage by the other PTOs is subject to the General Conditions of City and Regional Transport ([Algemene Voorwaarden stads- en streekvervoer](#))⁴. These Conditions supplement the General Conditions of NS and the General Conditions of City and Regional Transport.

2.2 The use of an App is subject to the terms of use of the relevant App.

2.3 Use of the Payment Card and Credit Card is subject to the Bank/Credit Card conditions.

2.4 In addition to these Conditions, specific product conditions of a PTO may apply if you link specific travel or discount products of a PTO to your Payment Card or Credit Card. An example of a discount product is a subscription that entitles you to purchase transport tickets at a discount.

Article 3 – Using the Payment Card and Credit Card on Public Transport

3.1 Passengers need their own Payment Card or Credit Card to check in and out on public transport with a Payment Card or Credit Card. Therefore, travel with

³ Link: <https://www.ns.nl/en/terms-conditions.html>

⁴ Link: <https://www.ovombudsman.nl/wp-content/uploads/submissions/216735>



another person's Payment Card or Credit Card is not permitted. Nor is it permitted or possible for several passengers to use the same Payment Card or Credit Card simultaneously.

3.2 The contactless functionality of the Payment Card or Credit Card must be enabled and operational to use the Payment Card or Credit Card for Contactless public transport payments.

3.3 It is not possible or permitted to check in using a Payment Card or Credit Card if:

- a) The Payment Card or Credit Card has been blocked for use on public transport because you as passenger has checked in and out using the Payment Card or Credit Card and the Daily total could not be collected (see article 5.5 and 5.6), e.g. because the balance in the bank account to which the Payment Card is linked is insufficient or because the spending limit on the Credit Card has been reached.
- b) The expiry date of the Payment Card or Credit Card has passed.
- c) The contactless functionality of the Payment Card or Credit Card does not work or does not work properly.
- d) The Payment Card or Credit Card is issued by a party that is not affiliated with any of the participating payment services or by a party that does not meet the requirements set by the PTOs for the payment services.

3.4 The PTOs have 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 in use.
- b) The Payment Card or Credit Card has been reported to the Bank or Credit Card Company as lost, stolen or defective as referred to in article 8 of the Conditions.
- c) The contactless functionality of the Payment Card or Credit Card is operational but has been switched off by you as a passenger.

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

4.1 Passengers use their own Payment Card or Credit Card to check in at the start of each journey and the same Payment Card or Credit Card to check out at the end of each journey in the manner described in the General Conditions of NS and the General Conditions of City and Regional Transport. For example, if you check in with your Payment Card on your smartphone, you must also check out again with the Payment Card on your smartphone. In this case, you cannot check out with the physical version of your Payment Card. A ticket is obtained by checking in with the Payment Card or Credit Card.

4.2 Checking in and out with the Payment Card or Credit Card on public transport is possible at the designated card reader at the station, at the bus stop or in the vehicle displaying the contactless payment logo.

4.3 The display above the card reader shows the passenger whether or not they have checked in by displaying the text "IN Payment Card/Credit Card" (or a similar text) and a sound or light signal as confirmation. In case of a check-out, "OUT Payment Card/Credit Card" (or similar text) is displayed, and a sound or light signal is given to confirm this. If it cannot immediately be determined whether the passenger is checking in or out, "Accepted Payment Card/Credit Card" (or similar text) will be displayed. Based on the journey reconstruction, the Generic Back Office can still determine whether the transaction concerns a check-in or check-



out. You can see in your online account App whether you are checked in and therefore have a Ticket.

4.4 The Payment Card or Credit Card can only be used to obtain a valid Ticket if your name as a passenger matches the name of the Payment Card or Credit Card holder. Tickets obtained at a discount are valid only if the conditions applicable to that discount product are met.

4.5 Passengers must show their Payment Card or Credit Card to the conductor or inspector upon request when their ticket is being checked at the station, at the bus stop or in the vehicle, but they are not required to hand it over to the conductor or inspector's inspection equipment to have it read. As a passenger, you have the right to look at the reading device if you so request.

4.6 When the Payment Card or Credit Card is read as provided in Article 4.5, it can be seen whether a valid Ticket is registered in the Generic Back Office for the journey in question (including station/stop, date, time and Carrier). It also shows the 10 most recent check-in and check-out transactions over the past 62 days and any blocking of the Payment Card or Credit Card for use on public transport. Under no circumstances will the conductor or ticket inspector have access to your account or balance information.

4.7 In the case of a Ticket purchased with a virtual Payment Card or Credit Card, it is your responsibility as a passenger to ensure that your smart device's battery is sufficiently charged throughout the journey.

4.8 If you travel without a valid Ticket, the relevant PTO may impose sanctions as described in the general transport conditions of that particular PTO. With NS these are the [AVR-NS](#) and with the other PTOs these are the [General Conditions of City and Regional Transport](#).

Article 5 – Payment

5.1 The Tickets that you as a Passenger have purchased 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 for after the Travel day.

5.2 During the Travel Day, the Fare of each individual Trip is calculated in Translink's Generic Back Office. All Fares per Payment card or Credit Card are added up at the end of the Travel Day. This Daily Total is then debited to your bank account the day after the Day of Travel in the case of a Payment Card, or the spending limit of your Credit Card is charged by Translink on behalf of the PTOs, stating a payment reference that starts with "NLOV" and is followed by a unique combination of 14 numbers and letters (the payment reference can be found on your account statement).

5.3 Contrary to the provisions of Article 5.1, PTOs have the right not to collect after the end of the Travel day, but during the Day of Travel, if the amount of the Fare or Fares due exceeds a threshold amount to be determined by PTOs at that time. The Fare due will in that case be directly debited from your bank account or charged to the spending limit of your Credit Card. After successful payment, your journeys as a passenger will be charged as described in articles 5.1 and 5.2, unless the threshold amount is reached again in the interim.

5.4 No boarding fee or security deposit is deducted at check-in. However, a reservation of € 0 may be shown in the bank account or the balance of your Credit Card.



5.5 If you do not pay the due Fare(s) as a passenger, your Payment Card or Credit Card will be blocked (or remain blocked) for use on public transport, making it impossible for you to check in or out with that Payment Card or Credit Card. The regular payment option of the Payment Card or Credit Card will remain unchanged.

5.6 If payment of the Daily Total is unsuccessful, for example because insufficient funds were available in the relevant bank account or because the Credit Card limit has already been used up, then:

- a) As a passenger, you will see in your online account, that your Payment Card or Credit Card has been blocked for use on public transport.
- b) Several attempts will be made in the following days to collect the Fare due.
- c) In addition, as a passenger, you will be given the opportunity to pay the amount due in your online account. For this, passengers must be able to do their banking online.
- d) An attempt to collect the outstanding Fares will be made the next time you check in with your Payment Card or Credit Card, failing which the Payment Card or Credit Card will be blocked, as referred to in Article 5.5.

5.7 On the amount due has been paid, the Payment Card or Credit Card will be unblocked for public transport within 15 minutes (barring technical difficulties), making it possible again for you as a passenger to use Contactless public transport payments with the Payment Card or Credit Card in question.

5.8 The PTOs are entitled to correct the charged Fare and settle it with you, the passenger, if at a later time it turns out that the correct Fare was not charged. As a passenger, you are not permitted to set off any claim you may have on the PTO(s) against any claim PTOs may have on you.

5.9 In the event of a dispute about the journeys made and the Fares charged, the travel records and data in the Generic Back Office constitute full proof of the journeys made by the passenger, subject to evidence to the contrary.

Article 6- Information and services

6.1 If you, as a passenger, use your Payment Card or Credit Card to check in and out on public transport, you can access the following information and services:

- a) Checking whether a check-in and/or check-out has taken place;
- b) Viewing the corresponding travel transactions;
- c) Viewing the Fare charged for completed journeys;
- d) Viewing payments and their payment status;
- e) Correcting the missed check-in or check-out as stipulated in article 7 of these Conditions;
- f) Viewing any blockage of the Payment Card or Credit Card for use on public transport;
- g) Payment of an outstanding claim as stipulated in Article 5.5 (c) of these Conditions if it has not been possible to collect the Daily total and the Payment Card or Credit Card has therefore been blocked for use on public transport;
- h) Submitting a request to receive notifications when checking in or out.

6.2 To gain access to the information and services referred to in article 6.1. under a to h, passengers must create an online account in the OVpay app and/or with a PTO and add the Payment Card or Credit Card used for travel to this account (see Article 6.4). Creating an online account is not compulsory and not a requirement for checking in and out with a Payment or Credit Card on public



transport. Passengers without an online account only have access to the information and services mentioned in article 6.1. under b, c, d and e (see article 6.6). Regarding the trip information, an OVpay account shows trips with all PTOs, while an account with one of the PTOs only shows trips with that PTO.

6.3 When logging in the online account a Payment Card or Credit Card can be linked to the online account via one of the below methods, namely:

1) By entering the payment reference as mentioned in article 5.2 and the corresponding debit amount in the online account. This can only be done within 31 days after you have travelled and made a Contactless public transport payment;

2) By entering the PAN and expiry date of the relevant Payment Card or Credit Card in the online account and then subsequently travelling with that Payment Card or Credit Card. The abbreviation PAN stands for the Primary Account Number. This refers to the card number that is unique to the Payment Card or Credit Card. With this number your Payment Card or Credit Card can be identified;

3) By entering the IBAN and the card sequence number of the relevant Payment Card in the online account and by subsequently travelling with that Payment Card within 60 days.

For any method of linking as described in this article 6.3, all steps must be completed in full as indicated in the online account to complete the linking of the Payment Card or Credit Card.

6.6 A Payment Card or Credit Card can be linked to an online account (see article 6.3). To an online account one or more Payment and/or Credit Cards can be linked to it, also if several other Payment Cards or Credit Cards are linked to the same payment account (for example a physical Payment Card and a mobile Payment Card on a smartphone belonging to the same payment account). Passengers who want service and information for multiple Payment Cards or Credit Cards (with separate payment accounts) can also link these Payment Cards or Credit Cards to a single online account. When replacing a card, passengers must also replace the new, replacement Payment Card or Credit Card themselves in their online account.

6.5 The online account can be accessed via an App.

6.6 Without an online account, passengers can obtain 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 the relevant PTO using the payment reference stated on the account statement beginning with "NLOV" and followed by a unique combination of 14 numbers and letters in combination with the amount debited.

6.7 In addition to the information and services referred to in article 6.1 under a to g inclusive, OVpay or PTOs may offer additional information and services.

Article 7- Incomplete journey

7.1 Translink charges a Correction Fee in the event of 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, via OVpay.nl/reisoverzicht, the customer service of OVpay or the PTO concerned if the PTO offers this service itself.



7.3 You can correct the Incomplete journey between the 5th and 60th day of the day on which you forgot to check in or out as a passenger. After correction, the Fare may still be charged and the amount overpaid by the passenger may be set off against a new Daily Total (if applicable) or, in other cases, refunded within several days to the bank account from which the Fare was initially debited or credited to the Credit Card spending limit. PTOs are entitled to set a maximum number of times the passenger may correct an Incomplete journey. The current information can be found on the website of the PTO concerned.

Article 8- Payment Card or Credit Card lost, stolen or defective

8.1 If your Payment Card or Credit Card is stolen or lost, as a passenger you must contact the Bank or Credit Card Company and block your Payment Card or Credit Card immediately in accordance with the applicable Bank/Credit Card Conditions. As a passenger, you should also contact the Bank or Credit Card Company in case of other incidents with your Payment Card or Credit Card, e.g. if it has become damaged or defective.

Article 9 – BTM Age Discount

9.1 On bus, tram and metro PTOs, passengers can get BTM Age Discount by checking in and out using their Payment Card or Credit Card.

9.2 BTM Age Discount can be activated by entering your name, date of birth and photo in the App. You are required to enter the correct personal data. Based on the data entered, an Age Profile is created and stored in the Generic Back Office. If, based on your Age Profile, you are entitled to BTM Age Discount, the Generic Back Office automatically applies this discount to the Fare when you check in and out with your Payment Card or Credit Card..

9.3 If you travel with BTM Age Discount, during the reading of the Payment Card or Credit Card, when your Ticket is checked as referred to in article 4.5, your photo (and if necessary your name and date of birth) will also be shown on the inspection device to the inspector. If it is found during an inspection that the data shown (photo, and/or name and/or date of birth) is not correct then the inspector may block the BTM Age Discount and impose a fine in accordance with the General Conditions of City and Regional Transport because you are travelling without a valid Ticket.

9.4 If BTM Age Discount is blocked as described in article 9.3, you will still have the option to travel at full fare with the Payment Card or Credit Card in accordance with these Conditions. In the App you will find information about what you can do when BTM Age Discount is blocked, at your request the inspector can also inform you about this.

Article 10 – Amendments to Conditions

10.1 PTOs and Translink reserve the right to unilaterally amend these Conditions at any time, subject to a notice period of 2 weeks starting on the day that the passenger is notified of the amendments to these Conditions as stipulated in the following paragraph. Translink and PTOs may decide to change the Conditions with immediate effect if PTOs and/ or Translink have compelling reasons for doing so.



10.2 Passengers with an online account will be informed personally about the amended Conditions. The amended Conditions will also be published on the Website.

Article 11 – Privacy

11.1 If you, as a passenger, check in with the Payment Card or Credit Card and travel with the PTO that you have checked in with, you agree that i) Translink, on the instructions of the PTO concerned, will send your payment instruction to the Bank or Credit Card Company, and ii) that the Fare charged by Translink will be debited from your bank account or the spending limit (in the case of a Credit Card) on behalf of the PTO.

11.2 Personal data is processed when checking in and out with the Payment Card or Credit Card. How personal data is processed is described in the privacy statement on the website of the PTO with which the passenger checked in and travelled.

Article 12 – Questions and complaints

12.1 Questions, complaints and feedback about checking in and out using a Payment Card or Credit Card should be addressed to the OVpay customer service or the customer service of the PTO with which the journey was made. The OVpay customer service can be reached by telephone (0900-1433, for this information number you pay your usual call charges). For more information on opening hours, see: <https://ovpay.nl/nl/veelgestelde-vragen#hoe-neem-ik-contact-op-met-ovpay>. You may contact PTOs through the various service and information channels of the PTOs, as found on their websites. The customer service employees of PTOs do not have access to your Payment Card or Credit Card details. Depending on the passenger's questions, OVpay customer service or the PTO's customer service may ask for the payment reference on your account statement as mentioned in article 5.2 and the corresponding debit amount. This may be necessary to retrieve the required travel information.

12.2 Complaints submitted to the PTOs will be handled by the PTO concerned under its complaints procedure (see article 10 AVR-NS and articles 7.16 to 7.20 General Conditions of City and Regional Transport).

12.3 In deviation of article 12.1, the passenger must contact the PTO concerned directly if they have any questions about the Fare charged.

Article 13 – Miscellaneous

13.1 These Conditions are governed by Dutch law.

13.2 Translink and the PTOs accept no liability for any form of loss suffered by the passenger due to the use of the Payment Card or Credit Card on public transport, except in the case of gross negligence or intent on the part of Translink or the PTOs.

Amersfoort, 12 May 2024