Conditions for refunds after forgetting to check out

Valid from 1 January 2025

Definitions:

AVR: the General Terms and Conditions of Nederlandse Spoorwegen for the Transport of Passengers and Hand Luggage (hereinafter the "AVR-NS").

Debit card/credit card: a debit card or credit card that can be used for contactless payment and that has been issued by a bank or credit card company affiliated to one of the payment services listed on ovpay.nl (such as VISA, Mastercard, VPAY and Maestro). The debit card or credit card can be used to purchase a Ticket that is then used for checking in. The Ticket consists of an electronic record in the digital back-office at Translink. You pay for the Ticket as a contactless public transport payment. The Terms and Conditions for Checking In and Out with your Debit Card or Credit Card apply to all journeys made with NS on a debit card or credit card. You can find these terms and conditions on ns.nl.

Checking in (a check-in): the action taken by a passenger at the start of a journey on an NS route in which they hold their public transport smartcard (OV-chipkaart), debit card or credit card up against a gate or post, which in turn indicates that the check-in succeeded. These gates and posts can be recognised by the OV-chipkaart logo and contactless payment logo.

Checking out (a check-out): the action taken by a passenger at the end of a journey on an NS route in which they hold the public transport smartcard (OV-chipkaart), debit card or credit card that was used for checking in up against a gate or post, which in turn indicates that the check-out succeeded. These gates and posts can be recognised by the public transport smartcard logo and contactless payment logo.

Contactless public transport payment: the situation in which you start your journey by checking in with your debit card or credit card and end it by checking out with the same debit card or credit card, whereby the journey you actually made and the fare you have to pay for it are only determined after you have checked in and out again. This charge plus all other public transport journeys you may have made over the course of the day are applied after the event (i.e. on the day after the day of travel) to the bank account belonging with the debit card or to the available credit on the credit card.

Correction Fee: the amount that will be charged as a result of a missing Check-in or Check-out on your Travel on Account invoice or that will be debited from your account if you travelled on a debit card or credit card using a contactless public transport payment. This amount is charged if the Check-in or Check-out is missing because NS is unable to calculate the NS journey price.

Boarding Fee: the amount that will be indented at the moment you check in if you are using *Reizen op Saldo* (Travel on Balance) against the balance on your OV-chipkaart (public transport smartcard). At the time these terms and conditions came into effect, that sum was twenty euros (or ten euros for holders of some NS products). This amount will be settled against the fare due to be paid for the transport if you check out correctly and on time. The above-mentioned amounts may change; if so, this will be stated on ns.nl/voorwaarden.

NS: the limited liability company NS Reizigers BV.

NS day: the period beginning at 00:00 and ending the next day at 04:00.

NS journey price: the fare that would have been charged for the number of tariff units travelled if the forgotten check-out had been done properly.

NS train: a means of transport operated by NS on connections for which the annual timetable states that NS provides public passenger transport.

Journey date: the date on which the journey was made; this continues through to 04:00 on the next calendar day.

Travelling on account: the situation in which you start your journey by checking in and end it by checking out, without using any predefined entitlement to travel whereby the journey you actually made and the fare you

have to pay for it are only determined after you have checked in and out again; this payment is collected later by direct debit

Travelling on account with an OV-chipkaart is only possible if that OV-chipkaart has been rendered suitable for the purpose, for instance by loading a Travel on Account product that is valid with NS onto the OV-chipkaart.

Travelling on balance: the situation in which you start your journey by checking in and end it by checking out, without using any predefined entitlement to travel, whereby the journey you actually made and the fare you have to pay for it are only determined after you have checked in and out again; this fare is paid immediately using the balance that is stored on your OV-chipkaart (public transport smartcard). Travelling on balance with NS is only possible using an OV-chipkaart on which a sufficient balance has been loaded to permit travel.

Forgotten check-out: a 'forgotten check-out' is when the passenger unintentionally and in good faith fails to check in or out when travelling on account or travelling on balance, as a result of which either the boarding fee is retained and not settled against the NS journey price or the correction fee is charged.

Business OV-chipkaart: a public transport smartcard for the business market that employers at a company can offer their staff. NS provides a business OV-chipkaart (the NS Business Card), but there are also other business public transport smartcards.

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The General Terms and Conditions of Nederlandse Spoorwegen for the transport of passengers and hand luggage (hereinafter also the "AVR-NS") apply to transport using NS. The rights and obligations of rail passengers are defined in the European Regulations (no. 2021/782). See ns.nl/terms-conditions

- 1. These rules are a courtesy arrangement for refunding all or part of either the Boarding Fee or the Correction Fee respectively that was not settled against the NS journey price as a result of a forgotten check-out.
- 2. These rules apply exclusively for domestic journeys with mandatory check-in and check-out on an NS train from a station where you check in with NS to a destination where you check out with NS.
- 3. These arrangements only apply if you have a ticket that is valid for transport with NS and if you are travelling in a means of transport operated by NS on connections that the annual timetable states that NS provides public passenger transport for, including international trains but only insofar as those trains are operating domestic transport services.
- 4. These arrangements do not apply for NS staff and their family members.
- 5. These arrangements apply exclusively to Travel on Balance for which a Boarding Fee was retained, and to Travel on Account and contactless public transport payments for which a Correction Fee was charged retrospectively. For that reason, tickets with a 2-D barcode and single-use smartcards are not covered by these arrangements.
- 6. These rules do not apply to travel using a business OV-chipkaart.
- 7. Checking in and out correctly is your own obligation and your own responsibility (Article 3.2 of the AVR-NS). Travelling without having checked in first means that the passenger does not have a valid ticket. If the passenger has checked in, but has not checked out again at the end of the journey, then they are deemed after the event not to have had a valid ticket. These rules are not applicable to any fines and/or legally imposed surcharges made as a consequence of travelling without a valid ticket.
- 8. In the event of a forgotten check-out, you may submit a request to NS for a refund of the forgotten check-out until a maximum of six months after the journey date. There is a maximum of three times per calendar year that a forgotten check-out can be corrected. This maximum of three times per calendar year refers to both manual corrections you have requested yourself for forgotten check-outs and to automatic corrections for forgotten check-outs applied by NS (only for NS Flex and the Forgotten Check-Out service). These corrections are therefore added together to give a maximum of three times per calendar year.
- 9. The refund request can be submitted via your My NS account. If you do not have a My NS account, you can submit the request through NS Customer Service or online through Forgot to check in or out | Customer service | NS
- 10. In derogation of articles 6 and 7, the request for a refund for a contactless payment for public transport must be submitted to OVpay between 6 and 60 days after the journey date. This can be

done using https://reisoverzicht.ovpay.nl/ to search for the incomplete journey and correcting it. After 60 days, it is no longer possible to submit a request for a refund online and this can only still be done using the OVpay Customer Service by phoning 0900–1433 (normal rates, available on working days from 07:00 to 17:00).

- 11. Once you have submitted a refund request, it can no longer be withdrawn, corrected or modified. You may only make use of this regulation once for each forgotten check-out.
- 12. If you have forgotten to check out, you are not entitled to use the Refunds for Delays arrangements, even if your request for a refund under these rules is accepted by NS.
- 13. Submitting a claim for a refund does not entail any entitlement to reimbursement and/or does not oblige NS to accept that request. These rules are a courtesy arrangement and NS is entitled at all times to reject a refund request for whatever reason.
- 14. NS aims to make a decision about whether or not a refund request will be accepted within one week of receiving the refund request. Payment or settlement of the refund request in question can however take longer and depends on the product that you are using.
- 15. If the refund claim is being honoured by NS, the difference between the boarding fee or correction fee respectively and the actual NS journey price will be repaid. If the NS journey price is higher than the boarding fee, no repayment or settlement will be made. When you travelled using a debit card or credit card, the remaining portion of the NS journey price will then be charged. There is no minimum amount for refunds under these rules.
- 16. The method of repayment or settlement of the amount that is to be refunded depends on the product you are using. NS reserves the right at all times to modify the method of repayment or settlement.
- 17. NS reserves the right to settle the payment against other sums due. You are not entitled to any such settlement.
- 18. Refund requests are submitted and recorded for each public transport smartcard (OV-chipkaart) or debit card/credit card and will be checked against the history of journeys made with the public transport smartcard or debit card/credit card in question.
- 19. You are responsible for filling in the refund claim correctly. If a refund request is or transpires to be incorrect, NS is entitled to reclaim any sums paid that were not owed, plus legally defined interest and extrajudicial collection fees.
- 20. If NS believes that you are misusing these arrangements, it is entitled to:
 - not pay any new refund claims or any claims already submitted but not yet reimbursed, from the moment that misuse is observed onwards; and/or
 - exclude you from these arrangements; and/or
 - claim a fixed sum from you based on sums paid that were not owed, calculated as a percentage of the total of payments made under these arrangements, plus the costs incurred for the investigation;
 - and/or
 - charge any administrative costs; and/or
 - report it as a criminal offence.
- 21. Submitting a refund request means that you are declaring you have done so truthfully and in good faith and that you agree to these conditions for refunds after forgetting to check out.

NS Reizigers BV, Utrecht, 1 January 2025

All information is subject to typographical error and obvious misprints.

The modification with respect to the January 2023 version is the removal of the reference of Customer Service in Article 9. From 1 January 2025 onwards, correcting a forgotten check-out is possible for a maximum of three times per calendar year as a total number of events, i.e. the maximum of three times refers to the times for manual corrections of for a forgotten check-out that you request yourself plus the number of automatic corrections applied by NS (for NS Flex and customers who are still using the Forgotten Check-Out Service under the old NS Extra). These corrections are added together to give the maximum of three times per calendar year.