



## OV Pass General Terms and Conditions



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Steeds slimmer, steeds makkelijker

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



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## Introduction

Translink and the Transport Providers are introducing the OV Pass (Public Transport Pass) to travel and pay on public transport.

The OV Pass can be used with the Transport Provider(s) that accept the OV Pass. Up-to-date information about the OV Pass and about the Transport Provider(s) with which you can use it can be found on the [www.ovpay.nl](http://www.ovpay.nl) website.

The OV Pass is governed by these OV Pass General Terms and Conditions.

## Article 1 – Definitions

Capitalised terms used in these General Terms and Conditions have the meaning set out in this Article 1. Terms listed in the singular but used in the plural and vice versa have the same meaning. The term 'including' meant 'including but not limited to'.

The terms *you* and *your* refer to you as the holder and/or user (or intended user) of the OV Pass. The terms *us* and *our* refer to Translink and the Participating Transport Providers.

**App:** the mobile application (under the brand name OVpay) jointly developed and offered by Translink and the Participating Transport Providers, which allows you to obtain the OV Pass, purchase the related services and view certain information about your journeys and payments.

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) (OJEU 2016, L 119/1)).

**AVR-NS:** [the NS General Transport Conditions](#) (the General Terms and Conditions for the Transport of Passengers and Hand Luggage of Dutch Railways).

**AV-S:** [the City and Regional Transport General Terms and Conditions](#) (the General Terms and Conditions for passenger transport by public city and regional transport (by bus, tram, light rail and metro) and regional train transport provided by one or more of the following Transport Providers: Arriva, Keolis, Connexion, EBS, GVB, HTM, Qbuzz and RET).

**Payment Service Provider:** a party that enables you to travel on account with your OV Pass. Traveling on account means that you can pay for your public transport journeys with your OV Pass afterwards, for instance by direct debit or a regular transfer.



**Central Accounting System:** Translink's digital central accounting system, also known as the digital back office, where, among other things, check-in and check-out transactions are processed, journeys are generated, Fares are calculated, and requests to top up and/or debit the balance in your OV Pass account are processed.

**Incomplete Journey Correction Fee:** a fixed amount charged for an Incomplete Journey. This amount is determined by the Transport Provider and may therefore vary from one Transport Provider to another. See the Transport Provider's website for the amount of the Incomplete Journey Correction Fee.

**Participating Transport Providers:** the transport providers that accept the OV Pass as a payment method for the use of their transport services as listed on the website [www.ovpay.nl](http://www.ovpay.nl).

**Disputes Committee:** the Public Transport Disputes Committee located at Borderwijklaan 46, PO Box 90600, 2509 LP The Hague, the Netherlands ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).

**Incomplete Journey:** the situation in which it is not possible to determine the Fare, because a check-in or check-out for the journey in question is missing. If it becomes apparent during inspection of the Ticket that a check-in is missing, this will not be considered an Incomplete Journey, but rather as traveling without a valid Ticket.

**Agreement:** any agreement between you and us for obtaining and using the OV Pass. These Terms and Conditions form part of the Agreement.

**OV Pass:** the pass issued by Translink that allows you to travel with the Transport Providers by checking in and out at the designated card reader at the station, at the stop or in the vehicle, and to pay the Fare.

**OV Pass Account:** the account managed by Translink that is linked to your OV Pass, in which your balance is or will be recorded, and in which account movements take place.

**OVpay Customer Service:** Translink's customer service, which you may contact if you have any questions or complaints about the OV Pass, among other things.

**Personal OV Pass:** an OV Pass that may be used only by one specific person. An OV Pass becomes personal if a Personal Product is linked to it. That OV Pass may be used only by the person in whose name the Personal Product is registered. The verification takes place on the basis of the Profile that can be accessed by the Transport Provider at which that Personal Product is valid.

**Personal Product:** the Product is personal if its Product Conditions so provide. Personal means that only the person in whose name that Product is registered may travel with that Product in combination with the OV Pass.



**Personal Data:** personal data within the meaning of Article 4(1) of the GDPR.

**Product:** a certain travel right (such as a surcharge) or discount right (such as a season ticket) that is accepted by one or more Transport Providers and is linked to an OV Pass. A Product may be personal (in which case it is a Personal Product), but need not be.

**Product Terms and Conditions:** specific terms and conditions that apply to a Product.

**Profile:** a profile that is intended for verification/inspection by the Transport Provider and that is automatically generated when you purchase or take out a Personal Product for the first time. This profile is linked to your OV Pass and all or some of the personal data (name, date of birth and/or passport photo) that you must enter during the ordering or sales process of that Personal Product is automatically added to it. More information can be found at [www.ovpay.nl](http://www.ovpay.nl), also on how to access your profile.

**Fare:** the price (expressed in euros) payable to the Transport Provider for the journey you have made or will make using the OV Pass.

**Translink:** Trans Link Systems B.V., a private limited liability company, having its registered office at Stationsplein 151-157, (3818 LE) Amersfoort, the Netherlands, registered with the Chamber of Commerce under number 30177126.

**Ticket:** a ticket that gives access to and constitutes payment for the use of the Transport Provider's transport, by electronic registration of all or part of the journey in the Central Accounting System.

**Transport Provider:** a Participating Transport Provider with which you make or will make the relevant journey by checking in and out with the OV Pass.

**Transport Terms and Conditions:** the applicable transport terms and conditions of the relevant Transport Provider, i.e. the [General Conditions for Transport of Passengers and Hand Luggage of the Dutch Railways](#) (AVR-NS) if you are travelling with NS, the [NS International General Terms and Conditions](#) if you are travelling with an international train of NS, and the [General Conditions of City and Regional Transport](#) (AV-S) if you travel with one of the other Transport Providers.

**Terms and Conditions:** these OV Pass General Terms and Conditions.

## Article 2 – Parties and applicable conditions

2.1 If you apply for or use the OV Pass, you enter into an Agreement for the OV Pass with:

- a) **Translink**, which issues the OV Pass. Translink collects the transactions after every check-in and check-out with the OV Pass, reconstructs the journeys, and calculates the Fare. Translink furthermore manages the credit in your OV Pass account and processes account movements in



your OV Pass account (e.g. after you top up the credit on the OV Pass or after you check in and/or out with the OV Pass). Translink also manages the Profile in relation to any Products linked to the OV Pass; and

- b) **Participating Transport Providers** that accept the OV Pass as a means of payment for their transport services, under the conditions described in these Terms and Conditions and in the Transport Terms and Conditions.
- 2.2 These Terms and Conditions govern and form part of the Agreement. You agree to these Terms and Conditions when you apply for or use the OV Pass.
- 2.3 If you travel using the OV Pass, you also enter into a separate transport agreement with the Transport Provider with which you travel on that journey. The transport agreement is subject to the Transport Conditions of the Transport Provider. If you travel with the OV Pass, the Transport Conditions of the Transport Provider apply in addition to these Terms and Conditions.
- 2.4 The use of the App is governed by the terms and conditions of use of the App, namely the [OVpay App Terms and Conditions of Use](#).
- 2.5 If you use a Product, the Product Conditions of that Product also apply. Those Product Conditions can be found on the website of the party that sold the Product to you or with which you took out the Product.
- 2.6 If you travel on account using the OV Pass, you enter into a separate agreement with a Payment Service Provider. The terms and conditions of the relevant Payment Service Provider apply to that agreement.

### **Article 3 – Obtaining the OV Pass**

- 3.1 The OV Pass is issued by Translink and is and remains the property of Translink. You are granted the right to use OV Pass in accordance with these Terms and Conditions for the term of its validity.
- 3.2 Information on how to obtain the OV Pass and on the amount due can be found on the [www.ovpay.nl](http://www.ovpay.nl) website.
- 3.3 If you apply for the OV Pass online, you give permission for the OV Pass to be produced and sent to you.
- 3.4 Every online application for an OV Pass will be confirmed to you by e-mail, after which the OV Pass will be sent to you by post. You must inform the party where you apply for the OV Pass as soon as possible if your details in the confirmation email are incorrect.
- 3.5 Translink bears the risk of loss of or damage to the OV Pass during postage. Once the OV Pass has been delivered to you, you bear the risk of loss of or damage to the OV Pass. This means that the cost of a new OV Pass and any loss of credit will be at your expense.

### **Article 4 – Right of withdrawal**

- 4.1 OV Passes applied for online and, where possible, by telephone are subject to a 14-calendar-day cooling-off period (the right of withdrawal). This period starts after the day on which you apply for the OV Pass. Within that period, you may cancel the Agreement and reclaim the costs of the OV Pass, also if you have used the OV Pass in the interim. See the [www.ovpay.nl](http://www.ovpay.nl) website for more information on the rights of withdrawal.



- 4.2 If you wish to exercise your right of withdrawal, you may contact within the term stated in Article 4.1 the customer service department of the party where you applied for the OV Pass to state that you invoke your right of withdrawal. If, for instance, you applied for the OV Pass via OVpay, you must contact the OVpay customer service department. If you applied for the OV Pass at one of the Participating Transporters, you must contact the customer service department of that transporter.
- 4.3 As soon as you exercise your right of withdrawal, you may no longer use your OV Pass to check in and out with a Transport Provider. You must then return your OV Pass as soon as possible, but no later than 30 calendar days. The period for returning your OV Pass starts the day after you invoke your right of withdrawal.
- 4.4 The costs of returning your OV Pass are payable by you.
- 4.5 If you exercise your right of withdrawal, then as soon as possible, but within 30 calendar days at the latest:
- (a) the cost of the OV Pass will be refunded to you, to the account number stated by you. This period commences the day after you invoke your right of withdrawal; and
  - (b) the balance in your OV Pass account, if it is a credit balance (after any Fares have been deducted from it), will be refunded to you. The Central Accounting System will be used to determine the amount of your credit.
- 4.6 If you have applied for an OV Pass online or, where possible, by telephone, in the same ordering process at the same time as taking out a season discount ticket, exercising your right of withdrawal described in this Articles 4 will result in automatic termination of the discount season ticket at the same time.
- 4.7 If you do not exercise your right of withdrawal referred to in this Article 4, the right to use your OV Pass ends in the cases provided for in Article 15 of these Terms and Conditions.

## Article 5 – Ticket

- 5.1 You must purchase a Ticket at the start of each journey. You can purchase a Ticket by checking in with your OV Pass with the Transport Provider you are traveling with. At the end of your journey, you must check out with the same OV Pass that you used to check in. Checking in and out with the OV Pass must be done as described in the General Transport Conditions.
- 5.2 A Ticket is valid only if all the requirements for validity of that ticket are met as determined by the Transport Provider:
- I. If you are traveling with NS, the ticket is only valid if the requirements set out in Articles 2 and 3 of the AVR-NS are met.
  - II. If you are traveling on an international train operated by NS, the ticket is valid only if the requirements set out in the relevant article of the NS International General Terms and Conditions are met.
  - III. If you are traveling with a Transport Provider other than NS, the ticket is valid only if:
    - a. it has not been altered or otherwise modified;
    - b. the validity period of the OV Pass has not expired;
    - c. you have checked in with the OV Pass at the Transport Provider;
    - d. the OV Pass allows you to pay for the journey you are about to make;



- e. when checking in, the credit in your OV Pass account is sufficient to pay the Fare if you are traveling on credit;
  - f. the Fare to be paid for the journey is at least equal to the rate due;
  - g. if you are traveling with a Personal Public Transport Pass and you are the person associated with the Profile linked to the Public Transport Pass; and
  - h. if you are traveling with a Product and you meet the conditions applicable to you for that Product.
- 5.3 You must present your OV Pass to the Transport Provider's inspector on request. If the inspector finds that you are traveling without a valid Ticket, he or she may impose the penalty described in the Transport Provider's General Transport Conditions.
- 5.4 The OV Pass is not personal and can be used by any person to travel with the Transport Providers, unless a Personal Product is linked to the OV Pass (see Articles 6.1 and 6.2). If a Personal Product is linked to the OV Pass, only the person whose details are in the Profile can obtain a valid Ticket with that OV Pass. Only that person may travel with this OV Pass.

#### **Article 6 – Products**

- 6.1 Products can be linked to the OV Pass. Product Terms and Conditions apply to these Products, for instance with regard to the validity of that Product
- 6.2 Products may be personal, which means that only the person whose details (name, passport photo, and/or date of birth) are stated in the Profile may travel with them. A Product is personal if the Product Terms and Conditions applicable to the Product so provide. Linking a Personal Product to the OV Pass means that the OV Pass in question becomes personal (see Article 5.4).
- 6.3 If, during a check of the Ticket by the Transport Provider's inspector, it becomes apparent that you are using a Personal Product or a Product incorrectly, you will be traveling without a valid Ticket. The provisions of Article 5.3 then apply. In addition to the provisions of Article 5.3, the inspector may also block the Personal Product or the Product.

#### **Article 7 – Payment: traveling on credit or on account**

- 7.1 The OV Pass allows you to travel on credit or on account. If you travel on credit (see Article 8 – Traveling on credit with the OV Pass), you pay for the journeys you have made using the credit you have transferred to your OV Pass account. If you travel on account (see Article 9 – Traveling on account), you pay afterwards, for instance by direct debit, for the journeys you have made using the OV Pass.

#### **Article 8 – Traveling on credit with the OV Pass**

##### **Topping up credit**

- 8.1 In order to travel on credit with the OV Pass, credit must be transferred to your OV Pass account. The balance in the OV Pass account can be topped up in the manner(s) specified on the [www.ovpay.nl](http://www.ovpay.nl) website.



- 8.2 If you top up your balance according to the instructions provided, the balance in your OV Pass account will be increased by the amount you top up. 8.1 If your balance is negative, i.e. below zero euros, the balance you top up will first be used to top up this negative balance to €0. If, for instance, you have a negative balance of €2 and you top up €20, the total balance after topping up will be €18.
- 8.3 The balance on the OV Pass can be topped up to a maximum amount of €150. The balance must also be above a certain minimum amount in order to check in with the Transport Provider; see Article 8.9 of these Terms and Conditions for more information.
- 8.4 You cannot later cancel the top-up of your OV Pass balance. You may, however, request a refund of the balance as described in Articles 8.16 and 8.17 of these Terms and Conditions. See the [www.ovpay.nl](http://www.ovpay.nl) website for more information.
- 8.5 You are not entitled to interest on the balance in your OV Pass account.
- 8.6 If you believe that an error has been made in crediting and/or debiting the balance in your OV Pass account, you must notify OVpay customer service within one year after the crediting and/or debiting of your balance, while providing supporting evidence.
- 8.7 See Article 18.1 of these Terms and Conditions for contact details. The Central Administration System is used to determine your balance and transactions.

### Payment using your balance

- 8.8 For each journey you make using your OV Pass balance, you owe the fare to the Transport Provider. The Fare is automatically deducted from the balance in your OV Pass account after you check out with the OV Pass you used to check in. The Fare is based on the applicable rates of the Transport Provider and is calculated by Translink's Central Administration System based on the route defined by checking in and out with the OV Pass.
- 8.9 If you travel with a Product, the Fare due is charged in accordance with the terms and conditions of that Product. If your Product entitles you to a discount during this journey, this discount will be automatically deducted from the Fare. If you have to pay a surcharge based on your Product, that will be automatically added to the Fare.
- 8.10 If you are traveling on credit, the balance in your OV Pass account must be above a certain minimum amount in order to check in with the OV Pass. The Transport Provider determines what this minimum balance in your OV Pass account must be. Depending on the Transport Provider, there may be a difference between the minimum balance required at the start of the travel day (i.e., when you check in with your OV Pass for your first journey of that day) and the minimum balance required during the travel day (i.e., when you check in with that OV Pass for a second journey of that day).
- 8.11 Without prejudice to the provisions of Article 8.9, you must ensure that the balance in your OV Pass account is sufficient to pay the Fare for the journey you are about to make. If the Fare is higher than the minimum amount, you must therefore ensure that you have enough balance to pay the Fare.



- 8.12 If the balance in your OV Pass account is insufficient to pay the Fare when you check out, the OV Pass will be blocked. You will then no longer be able to check in with it. To be able to check in again with the OV Pass, you must transfer sufficient balance to your OV Pass account (see Articles 8.1 to 8.6) so that:
- the fare owed can be paid first, and
  - the OV Pass account then contains the minimum amount determined by the Transport Provider (see Article 8.9) to be able to check in again.
- 8.13 All transactions carried out by Translink on your behalf are irrevocable. This means that they cannot be reversed afterwards. If you believe that an incorrect Fare has been calculated and charged, you may contact OVpay Customer Service (see also Articles 8.6, 10, and 18.1 of these Terms and Conditions).
- 8.14 By checking in and/or out with the OV Pass, you authorise Translink to transfer the Fare to the Transport Provider on your behalf.
- 8.15 Transport Providers and/or Translink have the right to correct the Fares charged retrospectively or to set them off against the balance on your OV Pass account if it becomes apparent that the correct Fare has not been charged.
- 8.16 You are not permitted to set off any claims you may have against the Transport Provider against any claims that the Transport Provider may have against you. Nor may you set off the positive balance in your OV Pass account against any claims that Translink may have against you (e.g., a claim that Translink has against you due to a negative balance on your OV chip card).

### **Refund of the balance**

- 8.17 You may request a refund of the positive balance in your OV Pass account in the manner specified on the [www.ovpay.nl](http://www.ovpay.nl) website. This is possible up to five years after your right to use the OV Pass has expired, except in the cases described in Article 15.3.
- 8.18 If you still owe a Fare at the time of the refund request, that Fare will first be deducted from the balance in your OV Pass account. If any balance then remains, it will be refunded to you.

### **Article 9 – Traveling on account with the OV Pass**

- 9.1 In order to travel on account with the OV Pass, you must have entered into an agreement with a Payment Service Provider.
- 9.2 For each journey you make on account with the OV Pass, the Payment Service Provider will pay the Fare to the Transport Provider on your behalf. The Payment Service Provider will settle this with you afterwards based on the agreements you have made with the relevant Payment Service Provider. The amount charged to you by the Payment Service Provider may differ from the Fare charged by a Transport Provider for the same journey when traveling on credit. The Payment Service Provider also determines the payment terms, such as the payment deadline and payment method.
- 9.3 Failure to comply with the Payment Service Provider's terms and conditions (including payment terms) may result in the ability to travel on account with



the OV Pass being blocked (temporarily or permanently). In that case, you will automatically travel on credit (see Article 8 – Traveling on credit).

#### **Article 10 – Incomplete Journey**

- 10.1 If the Fare cannot be determined because the journey is incomplete, the Correction Fare will be payable to the Transport Provider. This Correction Fare will be automatically deducted from the credit in your OV Pass account, if you are traveling on credit with the OV Pass (see Article 8 – Traveling on credit) or charged to your invoice if you are traveling on account with the OV Pass (see Article 9 – Traveling on account).
- 10.2 You may correct an Incomplete Journey in the App or via OVpay Customer Service up to 60 days after the day on which you made the Incomplete Journey in question. After an Incomplete Journey has been corrected, the Journey Price will be calculated and, if you are traveling on credit with the OV Pass, any overpayment will be refunded to your OV Pass account or, if you have underpaid, debited from the balance in your OV Pass account. If you are traveling on account with the OV Pass, the underpayment or overpayment will be corrected on your invoice by the Payment Service Provider.
- 10.3 The Transport Provider may set a limit on the number of times you may correct an Incomplete Journey.
- 10.4 A one-time Incomplete Journey Correction Fee may be charged for each Incomplete Journey.

#### **Article 11 – Refusal and confiscation of the OV Pass**

- 11.1 The OV Pass will be refused when checking in and out if it has expired. The OV Pass is valid until the last calendar day of the month stated on the OV Pass.
- 11.2 The OV Pass will be refused when checking in (and checking out) if the OV Pass has been reported lost or stolen to Translink.
- 11.3 The Transport Provider may confiscate or block an OV Pass on behalf of Translink if:
  - a. it has been reported lost or stolen;
  - b. you attempt to travel with an OV Pass whose validity date has expired;
  - c. you act in breach of these Terms and Conditions; and/or
  - d. there is a suspicion of fraud or misuse of the OV Pass and/or the Products linked to the OV Pass.

#### **Article 12 – Loss, theft and replacement of the OV Pass**

- 12.1 Theft or loss of the OV Pass must immediately be reported to the OVpay Customer Service so that the OV Pass can be blocked. More information can be found on the [www.ovpay.nl](http://www.ovpay.nl) website.
- 12.2 Any loss of credit will be at expense of the Transport Providers only after the OV Pass has been blocked. Any loss of credit before the OV Pass is blocked will be at your own expense and risk.
- 12.3 You can replace or arrange for the replacement of your OV Pass in the manner stated on the [www.ovpay.nl](http://www.ovpay.nl) website. Charges may apply.



### Article 13 – Use of the OV Pass

- 13.1 You must use the OV Pass with due care and only for the purposes for which it has been issued. You may not damage, alter or use the OV Pass in violation of these Terms and Conditions or Translink's instructions.
- 13.2 You may not reproduce, disclose, alter, circumvent or otherwise prevent the operation of the security measures on or in the OV Pass for unauthorised use of the OV Pass. You also may not provide the opportunity for any of the above actions or have these actions performed by others.
- 13.3 If you use a holder, such as a wallet, containing several OV Passes or debit cards, you must remove the OV Pass with which you wish to travel and place it in front of the card reader of the check-in and check-out posts and gates. If you nevertheless place your holder with several public transport cards in it in front of the card reader to check in or out, you yourself bear the risks involved. These risks include paying too much for a journey and fines or sanctions for travelling without a valid ticket (due to an error message and unsuccessful check-in).

### Article 14 – Fraud or misuse of the OV Pass

- 14.1 Fraud or misuse involving your OV Pass as referred to in this Article 14 includes copying, altering or forging the OV Pass.
- 14.2 Fraud or abuse involving your OV Pass, or any suspicion of such fraud or abuse, must be reported to the OVpay Customer Service as soon as possible. See Article 18.1 for the contact details. You must subsequently hand in your OV Pass according to the instructions given by the OVpay Customer Service.
- 14.3 After you report the fraud or misuse involving your OV Pass, Translink and/or the Transport Providers may launch an investigation. Third parties (such as the police) may also be engaged in such an investigation. For that purpose, Translink and the Transport Providers may share your personal and other data known to them with such third parties.
- 14.4 After you have reported the fraud or misuse involving your OV Pass to the OVpay Customer Service, Translink and/or Transport Providers may:
  - a) block your OV Pass;
  - b) block the credit in your OV Pass account;
  - c) block one or more Products linked to your OV Pass;
  - d) refuse a request for refund of credit or correction of an Incomplete Journey; and
  - e) refuse new applications to link Products to the OV Pass.
- 14.5 Translink and/or Transport Providers also have the rights referred to in Article 14.4 in the event of an independent suspicion of fraud or misuse involving your OV Pass.
- 14.6 Translink and/or Transport Providers are not obligated to block your OV Pass in the event of fraud or misuse of your OV Pass, or suspected fraud or abuse, for instance if that may impede further investigation.
- 14.7 If Translink and/or Transport Providers have established fraud or misuse involving your OV Pass that was not committed by you and for which you are not responsible, you will be entitled to reimbursement of the



demonstrable financial loss directly resulting from this fraud or misuse involving your OV Pass, as far as Translink and/or Transport Providers have your personal and other data.

- 14.8 The reimbursement referred to in Article 14.7 takes place after you have handed in your OV Pass to the OVpay Customer Service (see Article 14.2). Translink and/or the Transport Providers will then:
- (a) provide you with a new OV Pass free of charge; and
  - (b) reimburse the balance you have lost.
- 14.9 If you are entitled to reimbursement of the loss of credit in your OV Pass account as referred to in Articles 14.7 and 14.8, the data in the Central Accounting System will be used as conclusive evidence of the credit to be reimbursed. In determining the amount of the balance to be reimbursed, the loading and payment acts that you have made with the OV Pass before the moment you reported fraud or abuse involving your OV Pass to OVpay Customer Service will be taken into account in determining the amount of the credit to be reimbursed.
- 14.10 You are not entitled to any reimbursement of the loss of your balanced as referred to in Article 14.7 and 14.8 if the fraud or misuse involving your OV Pass is the result of intent, fault or gross negligence.
- 14.11 When you have demonstrably benefited from fraud or abuse involving your OV Pass, Translink and/or the Transport Providers may set off the benefit enjoyed by you or reclaim it from you.
- 14.12 Compensation for the loss of balance referred to in Article 14.7 and 14.8 does not mean that Translink and/or the Transport Provider acknowledges any liability for fraud or abuse.

#### **Article 15 – Termination of right of use of the OV Pass**

- 15.1 The right to use the OV Pass and the Agreement ends in the following cases:
- (a) you exercise your right of withdrawal referred to in Article 4.2 of these Terms and Conditions;
  - (b) on the death of a person who holds a Personal OV Pass with one or more Personal Products linked to it, if any, and the OVpay Customer Service is notified accordingly by the heirs, unless the situation referred to in Article 15.4(b) applies;
  - (c) Translink blocks an OV Pass (i) on notification of loss or theft (see Article 12.1 of these Terms and Conditions); or (ii) in the event of fraud or abuse involving the OV Pass, or a reasonable suspicion of such fraud or abuse (see Article 14.4 of these Terms and Conditions);
  - (d) Translink is forced to terminate the OV Pass due to a directive or instruction from an authority, such as a regulator, trustee, administrator or banking institution;
  - (e) you state in writing that you do not agree to a change in services, instructions, rates or these Terms and Conditions as referred to in Article 16.3 of these Terms and Conditions;
  - (f) the term of validity of the OV Pass has expired; or
  - (g) a compelling interest justifies termination of the right to use your OV Pass, for instance if the OV Pass is technically defective, for security reasons, or to protect the operation of the technical systems supporting the OV Pass.



- 15.2 You may no longer use your OV Pass immediately after the end of the right of use, unless otherwise provided in these Terms and Conditions.
- 15.3 The end of the right to use the OV Pass and the Agreement does not affect any Profile or Products linked to the OV Pass, except for the situation described in Article 4.7 of these Terms and Conditions. The end of the right to use the OV Pass and the Agreement also does not affect your right to a refund of the credit in accordance with Article 8.16 to 8.18 of these Terms and Conditions, except in the event of contributory negligence (e.g. if you have lost your OV Pass or if it has been stolen and you do not immediately report this to the OVpay Customer Service).
- 15.4 In the event of death of a person as referred to in Article 15.1 (b), the heirs may at their option:
- (a) have any remaining credit in the OV Pass account linked to the OV Pass paid out in the manner specified by the heirs and in accordance with Article 8.16 to 8.18; or
  - (b) terminate the Personal Product and continue to use the OV Pass for the term of validity of the OV Pass. In the latter case, the right to use the OV Pass does not end.
- 15.5 The OVpay Customer Service may request an attestation of admissibility to the estate to give effect to Article 15.4.

#### **Article 16 – Amendments**

- 16.1 These Terms and Conditions may be unilaterally amended by Translink and the Participating Transport Providers at any time. You will be informed in your online account in the App two (2) weeks before the amended Terms and Conditions take effect. The amended Terms and Conditions will also be published on the [www.ovpay.nl](http://www.ovpay.nl) website. These Terms and Conditions may be amended with immediate effect if Translink and the Participating Transport Providers have an urgent interest in amending these Terms and Conditions.
- 16.2 Without prejudice to the provisions of Articles 16.1, Translink and the Participating Transport Providers may at any time change functionalities, services and, where applicable, the associated rates of the OV Pass. Up-to-date information can be found on the [www.ovpay.nl](http://www.ovpay.nl) website.
- 16.3 If you do not agree to a change of these Terms and Conditions, you may terminate the agreement relating. You may do so by sending a message to OVpay Customer Service within 30 calendar days after the change has been announced in the App or via the [www.ovpay.nl](http://www.ovpay.nl) website. You must state in that message that you do not agree with the change(s) in question and that you wish to terminate the Agreement. The right to use your OV Pass ends ten calendar days after the moment you contacted OVpay Customer Service. Credit will be refunded in the manner described in Article 8.16 and 8.17 of these Terms and Conditions.

#### **Article 17 – Privacy**

If you use the OV Pass, Translink and the Participating Transport Providers will process your Personal Data in accordance with their respective privacy statements. Further details and the applicable privacy statement(s) can be found



on OVpay's website ([www.ovpay.nl](http://www.ovpay.nl)) and on the websites of the Participating Transport Providers.

## Article 18 – Questions, complaints and disputes

- 18.1 Questions, complaints and feedback about the OV Pass and the use of the pass should be submitted to the OVpay Customer Service. In the case of complaints, OVpay Customer Service will investigate whether you can be offered a suitable solution to resolve the complaint. The OVpay Customer Service can be reached by phone (033-330 2400; the usual rate is charged for this information number). The opening hours of the OVpay Customer Service can be found on the OVpay website ([www.ovpay.nl](http://www.ovpay.nl)). Depending on the question or complaint, OVpay Customer Service may ask you questions for verification purposes.
- 18.2 If you are dissatisfied with the way in which the OVpay Customer Service has handled your complaint, you may present the dispute with Translink and/or a Transport Provider to the Disputes Committee or the Utrecht District Court (see Article 18.7). If you wish to submit the dispute to the Disputes Committee, you must do so within 12 months after the date on which you submitted the complaint to the OVpay Customer Service.
- 18.3 The dispute must be submitted to the Disputes Committee using a form intended for that purpose, which you can fill in on the Disputes Commission's website or request from the Disputes Commission.
- 18.4 The Disputes Committee will handle the dispute and issue a ruling based on its regulations. These regulations also state the conditions that must be met in order to submit a dispute to the Disputes Committee. You may apply for a copy of the regulation with the Disputes Commission.
- 18.5 The decision of the Disputes Committee is a binding opinion with which both you and Translink and/or the Transport Providers must comply. A fee is payable to the Disputes Committee if you file a dispute with the Disputes Committee. More information on the Disputes Committee can be found at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
- 18.6 If you submit a dispute to the Disputes Committee, Translink and/or the Transport Providers is/are bound by that choice. If Translink and/or the Transport Providers submit(s) a dispute to the Disputes Committee, you will be notified accordingly and asked to let us know within six weeks whether you agree. If you do not agree or fail to respond within that six-week period, Translink and/or the Transport Providers will be free to submit the dispute to the Utrecht District Court.
- 18.7 Disputes concerning the formation or performance of the Agreement for the OV Pass (of which these Terms and Conditions form a part) between you and Translink and/or the Transport Providers may be brought before the Court of Utrecht by both you and Translink and/or the Transport Providers.

## Article 19 – Miscellaneous provisions

- 19.1 Dutch law applies to the formation and performance of the Agreement, of which these Terms and Conditions form an integral part.
- 19.2 These Terms and Conditions are available in Dutch.



- 19.3 You can access and download these Terms and Conditions at [www.ovpay.nl](http://www.ovpay.nl). These Terms and Conditions have also been filed with the Chamber of Commerce under number 30177126. You may furthermore request a copy of these Terms and Conditions free of charge from the OVpay Customer Service. See Article 18.1 for the contact details.
- 19.4 The communication between Translink and/or the Participating Transport Providers and you on all matters relating to the OV Pass will take place in Dutch. The communication referred to here may take place in English at your express request.
- 19.5 You must present valid proof of identity if you cannot present a valid Ticket to the Transport Provider or its ticket inspector, or if you fail to comply with an instruction given by the Transport Provider.
- 19.6 You may not sell or resell the OV Pass to any third party. Without Translink's written consent, you may also not provide commercial services to others in order to top up or refund the credit on their OV Pass.
- 19.7 Translink and the Transport Providers (including the Participating Transport Providers) may terminate the right of use or acceptance of the OV Pass on the grounds of serious circumstances on the part of Translink and/or the Transport Providers (including the Participating Transport Providers).
- 19.8 Liability.
- a) We are liable only for any direct damage resulting from any attributable breach in the performance of the Agreement.
  - b) We are not liable for any indirect damage and consequential damage, including lost profits, losses suffered, and missed savings, as well as damage resulting from missed trips or connections. We are also not liable for damage caused by (i) malfunctions or failures in equipment or networks and/or (ii) careless or incorrect use of the OV Pass, including the cases referred to in Article 11.3 and the relevant parts of Article 14, except as otherwise provided in the aforementioned articles.
  - c) To the extent permitted by law, our liability is limited to a maximum of EUR 150 per claim. This limitation of liability does not apply if the damage results in death or physical injury or if the damage is the direct result of intent or deliberate recklessness on our part.
  - d) In order to be entitled to compensation, you must take all reasonable measures to prevent or limit damage and report damage to OVpay Customer Service in writing or by telephone within 30 days of its discovery.

Amersfoort, 1 July 2025