

Terms and Conditions automatic reloading

*Note: This English version of the Terms and Conditions is the translation of the Dutch version.
In any event the (wording of the) Dutch version prevails and is binding for all parties involved.*

These general terms and conditions for automatic reloading took effect on 1 January 2024.

Automatic reloading means that you top up the balance on your personal OV-chipkaart by direct debit.

These 'general terms and conditions for automatic reloading' set out your rights and obligations as the holder of a personal OV-chipkaart with automatic reloading. We have set out these conditions as clearly as possible. If you still have questions, visit www.ov-chipkaart.nl/en or contact OV-chipkaart Customer Service.

These 'general terms and conditions for automatic reloading' ('general conditions') supplement the 'General terms and conditions for the OV-chipkaart' and may differ from the 'General terms and conditions for the OV-chipkaart'.

You can find general information about the OV-chipkaart at www.ov-chipkaart.nl/en. If you want to access data, such as your travel history, or change your details because you have moved house, for example, create an account and visit My OV-chipkaart: www.ov-chipkaart.nl/my-ov-chip.

Who are 'you' and 'we'?

1. The following terms are defined as stated in these general conditions:
 - you, your: the holder of a personal OV-chipkaart with automatic reloading.
 - we, us, our, Translink: Trans Link Systems B.V., the issuer of the OV-chipkaart, whose registered office is at Stationsplein 151-157, 3818 LE Amersfoort, registered with the Chamber of Commerce under number 30177126.
 - the account holder: person or organisation that has issued a direct debit authorisation to their bank account to increase the balance on your personal OV-chipkaart. You and the account holder can but need not be the same person.

What do we agree with you under these conditions?

2. These general conditions apply to the automatic reloading of your personal OV-chipkaart as from 1 January 2024.
3. These general conditions apply to every new and existing personal OV-chipkaart with automatic reloading but have no retroactive effect.
4. These general conditions do not apply to an OV-chipkaart with automatic reloading that has been issued for business use. More information on the business OV-chipkaart can be found at www.ov-chipkaart.nl/en.

How can you apply for automatic reloading?

5. If you are at least 18 years old, you can request automatic reloading at www.ov-chipkaart.nl/en. You can request automatic reloading for an existing personal OV-chipkaart or with a combined application for a new personal OV-chipkaart. You and the account holder (if someone else) will need to go through the online instructions at www.ov-chipkaart.nl/en and complete the web form truthfully.
6. If and only if we have good reason, we have the right not to authorise automatic reloading.
7. We will update you in writing about the processing of your application for automatic reloading as soon as possible, even if we do not authorise it. If we do not authorise automatic reloading, we will give you the reason if you ask for it. You can contact OV-chipkaart Customer Service for this purpose.
8. If you are not the account holder, we will verify the account number with the account holder. This is done through a € 0.01 payment. With this payment, you and the account holder notify us that the account holder will pay the amount you owe us by direct debit as soon as the balance on your OV-chipkaart is increased by automatic reloading.
9. You or the account holder must notify us as soon as possible if your or the account holder's name, address or account number changes. You can make changes by accessing My OV-chipkaart through your account: www.ov-chipkaart.nl. If you do not notify us of these

changes immediately, we may no longer authorise – or be able to continue authorising – automatic reloading, and any financial or other consequences will be at your risk.

How is automatic reloading activated?

10. If you still have to activate automatic reloading, you will receive further instructions for this purpose. Automatic reloading takes effect when the balance on your OV-chipkaart is insufficient to pay the boarding fee of the relevant transport operator or the fare, or because the balance on your OV-chipkaart is € 0.00 or less.

How is the money collected?

11. When the automatic reloading process starts, the following happens:
 - a. The amount by which your personal OV-chipkaart is automatically reloaded is credited directly to the balance on your personal OV-chipkaart for your use.
 - b. This gives us an immediately payable claim against the account holder equal to the amount credited to the balance on your personal OV-chipkaart. We collect this claim from the account holder's bank account.
 - c. This claim is collected no later than 15 days after we receive your transaction or other action to top up your balance by automatic reloading. You can find this transaction or other action in your travel history summary at www.ov-chipkaart.nl.
12. Any action by you that leads to automatic reloading is regarded as irrevocable authorisation from the account holder to us for a one-off direct debit equal to the automatic reloading amount you have chosen each time. The irrevocable authorisation from the account holder to us ends automatically in the following cases unless own fault is involved:
 - a. You report to us that your personal OV-chipkaart has been stolen or that you have lost it, as we describe under the heading 'What happens if your personal OV-chipkaart is lost or stolen?'
 - b. We detect fraud with your personal OV-chipkaart or automatic reloading.
13. Once automatic reloading has occurred, you cannot cancel it.

What happens if your personal OV-chipkaart is lost or stolen?

14. If you discover that your personal OV-chipkaart with automatic reloading has been stolen or if you have lost your card, report it as soon as possible. You can do this through your My OV-chipkaart account or OV-chipkaart Customer Service.
15. If your personal OV-chipkaart with automatic reloading has been lost or stolen, we will block your personal OV-chipkaart within 24 hours of notification from you or the account holder and transfer the remaining balance to you. Unblocking a blocked personal OV-chipkaart is not possible.
16. If automatic reloading occurs after the loss or theft of your personal OV-chipkaart is reported and before its subsequent blocking, we will deposit the collection amount into the account number you gave to us when reporting the loss or theft. If you did not give us an account number when reporting, we will deposit the balance and any collection amount into the account used for automatic reloading. Top-ups that occur before loss or theft is reported are at your or the account holder's risk and expense.

What are the consequences of fraud with automatic reloading?

17. You or the account holder should report actual or suspected fraudulent acts or abuse relating to automatic reloading as soon as possible through www.ov-chipkaart.nl/en or to OV-chipkaart Customer Service. After this, hand in your OV-chipkaart to us in accordance with our instructions. We may investigate but are not obliged to do so following your report. We may involve third parties in such an investigation. We will share your known personal and other data for the purpose of such an investigation.
18. If we have detected fraudulent automatic loading, we will compensate you or the account holder for the financial loss that you or the account holder has demonstrably and directly suffered as a result of this fraud. This applies to financial loss arising from both automatic reloading and travelling on balance.

19. The information under the heading 'What is Translink liable for?' also applies here.
20. If your or the account holder's intent, fault or gross negligence has caused or substantially contributed to the automatic reloading fraud or abuse, including, but not limited to, a situation in which you have allowed another person to use your personal OV-chipkaart, we may withhold compensation for financial loss.
21. We will never be obliged to compensate loss suffered more than once. If we have already paid you to compensate loss suffered, we do not have to pay the account holder as well. You must then settle the compensation among yourselves.
22. If you or the account holder have enjoyed or obtained any demonstrably improper gain as a result of automatic reloading fraud, we may set off or reclaim that gain against or from all known cards in the cardholder's name and all known cards registered to this account holder.

What happens if one or more direct debits fail?

23. Unless the cause is attributable to us, if our claim is not paid through direct debit, we may hold you and the account holder directly liable, jointly and severally, for the whole resultant claim. Full payment by one of you will release the other from your obligation to pay.
24. We can use the data in our records as evidence to the contrary of automatic reloading.
25. If one or more direct debits for automatic reloading fail, you will receive an email or letter asking you to transfer the amount due within a specified period. The balance of your personal OV-chipkaart will be blocked if the amount due equals or exceeds € 60.
26. If you do not pay within the time limit specified in the email or letter, you will receive a second letter again asking you to pay the amount due. This letter will also mention administration costs that will be charged.
27. If you do not make full payment (including administration costs) within the time limit specified in this second letter, we will hand over our claim against you to a debt collection agency. You will be charged collection costs in that case. The balance of your personal OV-chipkaart will then also be blocked, regardless of the amount of the outstanding amount or the amount of the balance remaining on the personal OV-chipkaart, if that has not already been done.
28. Once you have paid in full (including the collection costs charged) within the period specified by the collection agency, we will give you instructions to unblock the balance.
29. If you fail to pay in full within nine months, the right to use your OV-chipkaart will be terminated and we may set off the frozen balance on the OV-chipkaart against all outstanding claims.
30. The costs that we charge for a failed direct debit, as mentioned under 26 and 27, are set out in the general information about the OV-chipkaart at www.ov-chipkaart.nl/en.

When does automatic reloading end?

31. If there are reasonable grounds for doing so, we may withdraw authorisation for automatic reloading in the following cases:
 - a. We receive a change form from you or the account holder requesting us to stop automatic reloading.
 - b. You or the account holder have not communicated a change in your details to us and we therefore cannot provide our services properly.
 - c. You have failed to make payment in accordance with the provisions under 29.
 - d. Because of a directive or instruction from an authority, such as a supervisory authority or a banking institution.
 - e. If a compelling interest justifies it. This can include reasons of security, to protect the operation of the OV-chipkaart system, or if we detect or reasonably suspect improper use or automatic reloading fraud or abuse.
 - f. You or the account holder have stated in writing that you do not agree to a change in services, instructions, charges or these conditions.
 - g. We reasonably suspect or discover that the application form for automatic reloading has not been completed in full or truthfully.

32. If we withdraw authorisation for automatic reloading, we will inform you and the account holder as soon as possible. In the cases described under a. and f. above, our authorisation for automatic reloading ends after we receive your change form or notification.
33. If your right to use your personal OV-chipkaart ends, the right to automatic reloading for that specific personal OV-chipkaart also ends.
34. If the right to automatic reloading has ended, an additional action is required to deactivate automatic reloading on your personal OV-chipkaart. Deactivation is possible in two ways:
 - a. If you no longer want to use your personal OV-chipkaart, hand in your card to us. You can do this with a form that can be downloaded at www.ov-chipkaart.nl/en or request it from OV-chipkaart Customer Service. If you send the card with the form to us, we will ensure that automatic reloading is deactivated. Or you can go through the online process at www.ov-chipkaart.nl/en.
 - b. If you keep your personal OV-chipkaart, you will need to deactivate automatic reloading yourself at a machine identifiable by an OV-chipkaart logo. You will receive further instructions from us for that purpose.
35. If you do not deactivate automatic reloading after termination at a machine according to the instructions, automatic reloading remains active. The direct debit authorisation from the account holder's bank account also remains active in this case, as we cannot deactivate automatic reloading remotely. By not deactivating automatic reloading, you run the risk that the account holder may have direct claims against you as a cardholder.

What is Translink liable for?

36. We are liable to you for damage resulting from our failure to perform the agreement. We are always liable if the failure is the result of our intent or gross negligence. If the failure cannot be attributed to us, we are not liable.
We only have to compensate your damage if it is sufficiently and directly connected to the event for which we are liable and is a consequence of that event, and if that damage can be attributed to us also because of the nature of the liability and the nature of the damage. You are legally obliged to take reasonable measures to prevent or limit your damage.
37. We are not liable for damage resulting from the banking institution's acts or omissions towards the account holder.
38. If we have blocked the balance on your OV-chipkaart because you have not paid on time, you cannot recover any resultant damage you suffer from us.
39. You and the account holder are each jointly and severally liable for all obligations that either of you have towards us under these general conditions.
40. You and the account holder must comply with the obligations under these general conditions. An example is that you must deactivate automatic reloading if the account holder cancels their authorisation. We are not responsible for fulfilling or the failure to fulfil obligations between you and the account holder.

Other arrangements

41. For automatic reloading to operate properly, we provide data obtained for the purpose of automatic reloading to:
 - a. you
 - b. the account holder
 - c. the relevant banking institution
 - d. our appointed debt collection agency
 - e. the service desk of transport operators after you have given your consent.
These data include personal data. For an overview of processing of your personal data, consult our privacy statement at www.ov-chipkaart.nl/en/privacy.
42. We may use third-party services for automatic reloading.

These general conditions have been filed with the Chamber of Commerce under number 30177126.