

# Conditions of use for Deutschlandtickets and Deutschlandtickets as job tickets

Excerpt from the hvv Gemeinschaftstarif

Last revised: May 2023

## Tickets and fares

Subject to approval by the authorities

Product	Price (monthly)	Additional tickets for season tickets	Month (full network)	1 journey (rings A-F)
Deutschlandticket	EUR 49.00	First-class surcharge for RB/RE trains	EUR 47.20	EUR 2.40
Deutschlandticket as job ticket	EUR 46.55	Accompanying passengers on weekends	EUR 15.00	—

## Tariff regulations

### 3.5 Deutschlandticket

#### 3.5.1 General information

The Deutschlandticket is a regional and local rail passenger transport fare that applies throughout Germany and is subsidised by the German government and the federal states. [...] The tariff regulations set forth here apply to the Deutschlandticket and are binding for all participating regional and local rail passenger transport companies in Germany. These tariff regulations are supplementary to the existing tariff regulations and conditions of carriage of the participating transport associations, the state tariffs and the Deutschlandtarif, and also to the conditions of carriage of the participating regional and local rail passenger transport operators, insofar as nothing else results from the following provisions. The terms and conditions of the contracting transport company apply to the issuing of the Deutschlandticket.

#### 3.5.2 Entitlement to travel, terms of use and area of validity

During the validity period of a Deutschlandticket, the ticket holder is entitled to unlimited second-class travel on regional and local passenger trains in the area of validity of the Deutschlandtarif, and also to unlimited use of other means of local public transport in the areas covered by the tariffs of participating transport operators, transport associations and Landestarifgesellschaften (German state tariff companies). This includes areas outside of Germany if the operator's or association's tariff area extends to such areas outside of Germany as the result of a corresponding agreement. Local public transport includes trams and trolley buses as defined by Germany's Passenger Transport Act (Personenbeförderungsgesetz, „PBefG“) and motor vehicles in scheduled local transport according to sections 42 and 44 PBefG. Scheduled local transport services pursuant to section 43 PBefG are included in the area of validity if they are generally accessible as defined in section 2 (4) PBefG.

The Deutschlandticket is not valid on modes of transport that are operated mainly for tourist or historical purposes. No long-distance trains may be used with the Deutschlandticket. Arrangements deviating from this (e.g. as part of integration concepts) will be announced in the Deutschlandticket's area of validity for rail transport.

The Deutschlandticket is non-transferable and is issued as a personalised ticket that includes at least the holder's surname, first name and date of birth. [...] For identification purposes, the holder must have an official photo ID and show it during ticket inspections. The Deutschlandticket does not include free travel for accompanying persons over 6 years of age.

The Deutschlandticket is valid for second-class travel only. A transfer to first class is possible within the areas of validity of transport associations, state tariffs and the Deutschlandtarif in accordance with their tariff regulations. A regular bicycle ticket must be purchased for a bicycle if the transport of bicycles is subject to a fee on the journey in question.

A regular ticket must be purchased to travel with a dog if dogs are subject to a fee on the journey in question.

#### 3.5.3 Duration of contract and termination

[...] The Deutschlandticket is issued on a subscription basis. A subscription can be initiated on the first day of any month. Subscriptions are taken out for an indefinite period and can be terminated on a monthly basis. Notice of termination at the end of a calendar month must be given by the tenth day of that month. In the event of termination, the Deutschlandticket remains valid until the end of service after the end of the last day of the calendar month of termination, at latest until 3:00 am on the following day. [...]

#### 3.5.4 Fare

The price for the Deutschlandticket subscription is EUR 49.00 per month, to be paid monthly. [...]

#### 3.5.5 Jobticket

The Deutschlandticket can be offered as a discounted job ticket. This job ticket can be used by persons whose employer has concluded an agreement on the purchase of the Deutschlandticket as job ticket with a participating transport association or operator. For the purposes of this provision, employers may be businesses, public authorities and other institutions.

The fare for the Deutschlandticket as job ticket is the fare stated in section 3.5.4 minus a 5% discount. To get the discount, the employer must contribute at least 25% of the fare stipulated in section 3.5.4 to the job ticket.

### 3.6 Major customer subscriptions

hvv major customer subscriptions (Großkundenabonnements, GKA) are the responsibility of hvv's GKA service centre at S-Bahn Hamburg GmbH (referred to below as „S-Bahn“). Persons whose employer has concluded with S-Bahn a GKA contract lasting at least 12 months and who agree that their fare will be withheld from their wages/salary can participate in the GKA. ProfiTickets are issued as e-tickets via a link as a web application or wallet or on the hvv Card to provide proof of participation in the GKA. Whether a person receives a ProfiTicket via web application or wallet or on the hvv Card depends on the employer's contract with S-Bahn. The employer can decide whether the ProfiTicket is issued only via web application or wallet, or on the hvv Card. There is no entitlement to receiving the ProfiTicket on a particular medium. Depending on the employer's contribution described in section 3.5.5, the employee will be issued a Deutschlandticket or a Deutschlandticket as job ticket. The Deutschlandticket provisions of section 3.5 apply. The validity period is stated in section 3.6.3. If an employer purchases less than 20 ProfiTickets, S-Bahn may require a monthly advance payment of the fare.

#### 3.6.1 Conditions for concluding GKA contracts

GKA contracts are concluded with employers that issue tickets to their employees and collect fares on behalf of and for the account of the transport association companies („Verbundverkehrsunternehmen“) if the employer undertakes to make a contribution to the ProfiTicket fare in accordance with section 3.5.5 in addition to the wage/salary it pays in any case. GKA contracts without a fare subsidy by the employer (GKA I (formerly GKA 50) and GKA III (previously GKA 90)) in force before 1 May 2023 will remain in force until 31 December 2023. After this date, only Deutschlandtickets as job tickets with a corresponding fare subsidy will be issued in GKAs.

#### 3.6.2 Sales partners

ProfiTickets that are issued as Deutschlandtickets as job tickets can be issued to eligible employees of smaller companies through sales partners who have concluded a corresponding contract with S-Bahn. This is based on an agreement („Aufnahmevertrag“) concluded between the company and the sales partner.

#### 3.6.3 Validity of ProfiTickets

A ProfiTicket's validity begins at midnight on the first day of the first month in which an authorised passenger participates in a GKA.

First class in RB/RE trains can be used in the hvv if a valid surcharge according to the hvv Gemeinschaftstarif is available.

#### 3.6.4 Loss

If an electronic ProfiTicket on the hvv Card is lost, the provisions of section 1.4, in particular 1.4.3.2, shall apply.

# Conditions of use for Deutschlandtickets and Deutschlandtickets as job tickets

Last revised: May 2023

## 3.6.5 Duration and termination of GKA

The provisions governing the duration of a passenger's subscription are set forth in section 3.5.3. During a subscription, the passenger receives a Deutschlandticket or Deutschlandticket as job ticket. For electronic ProfiTickets on the hvv Card, the provisions of section 1.4 et seq. also apply; for tickets issued via web application or wallet, the provisions of the special offers for the hvv Gemeinschaftstarif apply. For electronic ProfiTickets on the hvv Card, the provisions of section 1.4 et seq. also apply; for tickets issued via web application or wallet, the provisions of the special offers for the hvv Gemeinschaftstarif apply.

## 3.6.5.1 Objecting to extension of subscription

1. Authorisation to use a GKA expires at the end of the calendar month in which an employee leaves the services of their employer, or at the beginning of the month in which the fare can no longer be withheld from the wage or salary.
2. If the GKA contract between an employer and S-Bahn is terminated, the authorisation of all participating employees to use the ProfiTicket expires at the end of the calendar month for which the contract was terminated.
3. If a transport association company determines that the provisions of the hvv Gemeinschaftstarif have been violated (particularly if a ProfiTicket has been used by an unauthorised person), S-Bahn may terminate the GKA without notice. S-Bahn has the right to ban persons who misuse a ProfiTicket from future use of a GKA.

## 3.7 Additional tickets for season tickets

### 3.7.2.1 Surcharges for first class

Unless otherwise specified for the individual season tickets, a surcharge is required for the use of first class in RB/RE trains. During the applicable time frame and in combination with the hvv season ticket for which they were issued, subscription, monthly, weekly and ProfiTicket surcharges entitle the ticket holder to unlimited first-class journeys in RB/RE trains within the season ticket's area of validity but only in the hvv area of validity. If an additional ticket for first class in RB/RE trains for one journey is purchased with season tickets, the provisions of sections 2.1 (single tickets) and 2.3 (cash tariff surcharges) apply. An additional ticket is also valid for all persons accompanying the holder in accordance with the tariff conditions.

### 3.7.3 Accompanying passengers on weekends

Holders of season tickets can purchase an additional ticket for accompanying passengers. The additional ticket entitles the ticket holder to take one person of any age and up to three children between 6 and 14 years of age with them on Saturdays, Sundays and public holidays. It can be used with any hvv season ticket including the Deutschlandticket in the area of validity for that hvv season ticket.

Additional tickets for accompanying persons on weekends are valid for the calendar month entered on them, from midnight on the first day of the month to 3:00 am on the first day of the following month.

## From section 10 (Fare reimbursement)

(2) [...] Holders of subscription tickets or ProfiTickets (with the exception of the SemesterTicket upgrade to Deutschlandticket) who are able to present a doctor's note showing that, for a period exceeding 21 consecutive days, they were confined to bed and/or received officially approved convalescent treatment at a health resort (except what are called „offene Badekuren“ in German, meaning an outpatient wellness vacation) or underwent inpatient treatment in a hospital are entitled to a refund of the fare for working days lost due to confinement to bed, convalescent treatment or inpatient treatment in a hospital. [...] The refund is calculated for ProfiTickets using 1/30 of the fare paid by the passenger in the month in question for each lost day of work.

## From the special offers for the hvv Gemeinschaftstarif Klimaticket

### 1. Availability

The „Klimaticket“ is a special-offer fare starting on 1 June 2023 and ending on 31 May 2024, subject to revocation at any time.

### 2. Eligibility and conditions

Processing for the Klimaticket is the responsibility of hvv's GKA service centre at S-Bahn Hamburg GmbH (referred to below as „S-Bahn“). Persons whose employer has concluded a Klimaticket contract with S-Bahn can subscribe to the Klimaticket. The conditions for a company to conclude a Klimaticket contract are that it has at least 100 employees and pays, in addition to the wage/salary it pays in any case, an employer's contribution of EUR 12.25 per month for each employee who is a potential season ticket customer and does not receive a Deutschlandticket as job ticket.

Orders, order confirmations and screenshots of tickets issued to a smartphone do not count as valid tickets. Printed versions of such files also do not count as valid tickets. A ticket must be displayed using the app (e.g. hvv app) with which it was purchased.

## 3. Validity and terms of offer

The Klimaticket is offered in these two versions:

- Klimaticket S, which is mandatory for all employees
- Klimaticket XL, which can be purchased monthly by employees as an alternative to Klimaticket S and is equivalent to a Deutschlandticket as job ticket

The table below shows further information about Klimaticket S and Klimaticket XL.

Ticket	Klimaticket S	Klimaticket XL
Price per month (corresponds to employer contribution)	EUR 12.25	
Validity	Activated day of validity until 6:00 am on the following day. Up to 3 days of validity can be activated per month.	Equivalent to Deutschlandticket as job ticket
Area of validity	entire hvv network	
Terms of use	Equivalent to an all-day ticket	

All employees of companies with a Klimaticket contract receive at least Klimaticket S free of charge, with an option to upgrade to Klimaticket XL. Employees who already have a Deutschlandticket as job ticket through their employer are automatically switched to the XL version; the Klimaticket XL then replaces the Klimaticket S.

Surcharges according to the hvv Gemeinschaftstarif must be paid to use first class on RB/RE trains in the hvv. When Klimaticket XL is used outside the hvv, the rules for first class use there apply.

Employees can only switch between Klimaticket S and Klimaticket XL on the first day of each calendar month. Employees who stop using Klimaticket XL automatically become Klimaticket S users. The new fare applies from the requested date, and the old fare becomes invalid on the change date. The ticket is issued in electronic form via web application or wallet. Employees are responsible for taking the necessary steps to obtain the e-ticket and arrange for appropriate hardware. The provisions of hvv's special offer for tickets for printing at home and tickets issued via smartphone also apply. Klimatickets are non-transferable.

Tickets issued during a month for Klimaticket S lose their validity at the end of the that month if they have not been activated during that month.

## 4. Other provisions

If this special offer is not used or only partially used, that is not grounds for reimbursement of the fare. In all other respects, the provisions of the hvv Gemeinschaftstarif apply.

## Tickets for printing at home and tickets issued via smartphone

### [...] 3. Use and access

Tickets for printing at home and tickets issued via smartphone are non-transferable. They are only valid in combination with a valid photo ID of the person named as the ticket holder. [...] If a ticket is issued via smartphone, it cannot be stored simultaneously in any other form such as an hvv Card. For a ticket issued via web application or wallet, after it has been ordered, a link for storing the ticket on a smartphone is sent to the passenger via e-mail. The following also applies to:

#### [...] b) Tickets issued via smartphone

For inspection purposes, tickets issued via smartphone must be carried on an operational mobile device at all times during a journey and in the transport operator's facilities. They must be presented to the transport operator's staff on request in a manner suitable for inspection. If necessary, the smartphone must go online to update the ticket.

In the case of ticket quotas with multiple authorised journeys, each individual journey authorisation must be activated before departure. The customer is responsible for operating mobile devices. However, inspection staff may request that a device be handed over briefly so it can be operated for inspection purposes. The inspection staff can scan a ticket's QR code. Only after completely downloading a ticket to a smartphone may a passenger enter a mode of transport or an area where tickets are required. If a passenger is unable to show a valid ticket during a ticket inspection due to a technical fault, flat battery, etc., or only booked a ticket after departure or after entering the area where a ticket is required in the case of rapid transit (underground, S-Bahn, A-Bahn), this will be treated as a journey without a valid ticket.

# Conditions of use for Deutschlandtickets and Deutschlandtickets as job tickets

Last revised: May 2023

4. **Name changes**  
The relevant contract partner must be notified of name changes using the channels provided for such purposes. After the new customer data has been processed, it is used to create an updated ticket.
5. **Deletion when subscription is terminated and / or product expires**  
When a subscription's termination date is reached, or when a product's validity period expires (e.g. SemesterTickets), the associated ticket is automatically removed from the smartphone or rendered invalid.  
A subscription can be terminated in its associated (web) app or by contacting its customer service or one of the places designated for this purpose. [...]
7. **Other provisions**  
In all other respects, the use of tickets is subject to the current version of the Hamburg Transport Association's (hvv) Gemeinschaftstarif for the transport association companies and to the current version of the conditions of carriage of the transport company used. [...]