

## ADM issuance to travel agencies

### General Description:

ADM issuance to travel agencies, ADM disputes

### Rule:

#### Introduction

Austrian Airlines (OS, 257) communicates its policy of ADM issuance to travel agencies. This policy can be subject to modifications through an official notice by Austrian Airlines with 30 days of anticipation. This document shall provide a transparent overview of the circumstances under which an ADM will be issued in compliance with tariffs, rules, general conditions of carriage and other instructions provided by Austrian Airlines, IATA and the GDS.

#### Reason for issuing

ADMs will be used by OS to collect amounts or make adjustments to agent transactions in respect of issuance and use of 257 traffic documents issued by or at the request of the Agent. An ADM may also be used to collect amounts where a traffic document has not been issued, if agreed with the agent, for example, for deposits for group sales.

Examples for debit memos are:

Fare related debit memos such as:

- Non compliance with fare rules
- Undercollection of fares

Non fare related debit memos such as:

- Violation of sales restriction
- Paper ticket surcharges
- Commission issues (incorrect application, over commission)
- Invalid or incomplete ticket designator data
- Invalid/ no ticketing agreement
- Free baggage allowance discrepancies
- Service Fees and Taxes
- Married segment misuse (breaking of married segments or ticketing of only one sector) will result in an ADM of 300€ per passenger per segment
- Transactions that were not reported by the agent on time through BSP
- Incorrect refunds
- No show fees for unticketed bookings
- Non compliance with group agreements
- Use of fake / manual ticket numbers

#### Method of calculating

If OS raises an ADM for non-compliance with fare rules, the general principle applied is to raise the fare to the next applicable fare. Any divergence from this principle and for

non fare related ADMs (e.g. a fixed amount penalty charge for no shows) is communicated to the agent in advance, e.g. through notes in the fare rules, by letter or any other communication used in the market in question.

### **Issue time**

The ADMs will be issued no later than 9 month after the last date of travel. If the travel date can't be determined the expiry date of the document will be drawn on.

### **Minimum amount/ Administration fee**

The minimum amount for each ADM issued will be 5 € or its equivalent in local currency. An ADM administration fee of 35€ or 35 USD will be added to each ADM to cover administrative costs of OS.

### **Collection procedure**

OS will issue and upload ADMs into BSPlink, where such functionality does not exist OS will forward the ADMs directly to the concerned agent or will use the local provider if applicable. The Agents will be granted 14 days to verify the validity of the ADM after that the ADM will be processed and collected through BSP Link. OS will issue an ADM only for one specific transaction. However if the reason for the charge is the same, an ADM may contain all transactions involved, providing a detailed list with the ADM.

OS reserves the right to contact the Agent directly if the amount of ADMs is constantly above the mean or exceptionally high.

OS will not use ADMs to collect third party fees.

### **Dispute procedure**

OS will try to handle rejected or disputed ADMs in a timely manner. When an agent has disputed an ADM within the dispute period, which is considered to be 14 days, Dispute will be downloaded from BSP-Link to SIRAX on a daily basis. Only Local Field Office has the authorization to Write off, Accept or Reject Disputes and status change will be uploaded to BSP-Link on a daily basis again. All disputes sent without sufficient documentation and support will be rejected automatically. If OS rejects the dispute an explanation for the rejection will be sent to the agent.

### **ADM issuance beyond 9 month**

OS may issue ADMs also beyond the 9 month after last travel date stated in Reso 850m, provided the claim has not statute-barred, as this represents the most efficient procedure for both, Travel Agent and Austrian Airlines.

In case of disagreement, an eventual rejection has to be provided within 14 days through BSPlink. The billing is then processed outside BSP through an invoice.

### **No-Go Waivers**

Waivers on the following categories are strictly not permitted on OS stock:

- Booking Class Mismatch (RBD): The booking class used for each fare component must correspond to the one prescribed by the applied fare rules. Waiving on booking class and use of higher booking class than the one required by the applicable fare is not permitted.

- Flight Status: The issuance or re-issuance of tickets on Waitlist for fares requiring confirmed reservation is not permitted

- Taxes, YQ/YR and Surcharges: The waiving of any Taxes, YQ/YR and Surcharges is not permitted

- Use of Airlines Stock & Stock Restrictions: Fares including a stock restriction may only be issued on the respective Airlines stock. The use of any LH-Group Airlines stock for pure transportation on any other OAL not belonging to the LH-Group is not permitted (**IATA Reso 852**). Individual exceptions might apply (for details, see airlines individual instructions)
- Name Changes: Once a ticket is issued, only name corrections (in order to fulfill passport requirements) are permitted. Name Changes not done for the purpose of a name correction, i.e. exchange of a ticket from one person to a different person is strictly not permitted.
- Retroactive Waivers of any kind are not permitted

**Contact**

For more information pls contact us under [revenue.integrity@austrian.com](mailto:revenue.integrity@austrian.com)

**Exception to the Rule:**

- Not applicable

**Authorization by:**

- OS CNPR Revenue Integrity