

APPROVED BY

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ADM Policy of LLC “NORD WIND” for BSP Agents of All Countries (excluding Russia).

Air Operator: LLC “NORD WIND” (the “Airline”)

Airline’s code: N4/216

Effective date: June “01 “, 2021

This ADM Policy regulates the Agent’s Debit Memos (the “ADM”).

1. Terms and Definitions

For purposes of this ADM Policy, terms and definitions used herein are approved in the IATA Manual for Agents and IATA Resolution No. 866.

2. General

2.1. This Policy is established in accordance with:

- The Airline’s rules, procedures and regulations;
- Applicable IATA Resolutions;
- IATA Manual for Agents, including Chapter 14 (Local Procedure), as applicable to a certain country; and
- ISS Service Provision Manual.

2.2. When the Agents books seats and issues tickets under the Airline code, the Agent shall comply with all terms and conditions of published fares, fees, ancillary services and other regulations of the Airline, otherwise the Airline shall have the right to issue an AMD to the Agent.

- 2.3. The Airline shall have the right to issue an ADM to receive additional charges or adjust any transactions of the Agent in relation to booking and/or issuing of traffic documents, regardless of the airline specified in the itinerary.
- 2.4. If the Agent's error was caused by a CRS/GDS failure, the Agent shall pay the issued ADM in accordance with the procedure specified therein and directly contact the CRS/GDS to recover the losses, without involving the Airline, except when any additional information is needed.
- 2.5. ADMs are created in BSPlink within nine (9) months after the flight completion, as specified in the issued ticket or booking (Resolution 850m).
- 2.6. To adjust incorrect refunds ADMs are created in BSPlink within nine (9) months after the related transaction date (Resolution 850m).
- 2.7. All ADMs are created in BSPlink.
- 2.8. All disputes and any other acts in relation to an ADM issued shall be managed in BSPlink only.
- 2.9. The Agent shall have the right to object an ADM, by using the ADM/ACM Dispute in BSPlink.
- 2.10. The Agent shall have the right to dispute an ADM only once in every thirty (30) days after the issue date (Resolution 850m).
- 2.11. The ADM issue date shall be deemed the date of its creation and uploading into BSPlink.
- 2.12. For issued ADMs, the term to review a claim is sixty (60) days after the Agent disputed the related ADM in BSPlink (Resolution 850m).
- 2.13. An ADM disputed by the Agent shall not be accepted by the Airline for review, unless all the accompanying documents are provided by the Agent via BSPlink.
- 2.14. For purposes of reviewing an ADM, the Airline shall have the right to request additional information from the Agent.
- 2.15. In the case when the Agent failed to dispute an ADM within the term specified in Article 2.10, such ADM will automatically be included into the Airline's report and the sum charged in the ADM will be paid to the Airline within the calculation period specified therein.
- 2.16. If an ADM is proven to be incorrect, the Airline will agree with the Agent's dispute and void the ADM, if not paid out, or issue the Agent's Credit Memo (the "ACM"), if the ADM was paid out, such ACM being issued in the sum paid under the ADM. Such ACM will be paid to the Airline within the calculation period specified therein.
- 2.17. The Airline establishes the administrative surcharge/penalty for the transaction adjustment in column taxes as YY in the amount of EUR 10 to cover the Airline's administrative costs to issue an ADM/ACM in the following cases:

- An ADM is issued in the sum of the losses incurred and not including the Penalty for non-compliance with the regulations on booking, traffic document issuing and reporting;
- An ACM is issued to correct the Agent's error(s).

2.18. In the case when the IATA cancels the accreditation of one or more offices of the Agent, the Airline will issue the ADM to the main office of the Agent or other office of Agent, as approved by the IATA.

Note.

The Agent shall not issue the ADM Requests/ACM Requests in BSPlink.

When the Agent finds an intrinsic error, the Agent shall:

- Deliver the Intrinsic Error Register in the form established by the Airline to ofv@nordwindairlines.ru, together with the cover letter and under the outgoing number assigned. The email subject should be as follows:

“BSPDE_XXXXXXXX_ADMREQUEST/ACMREQUEST, “

Where for example:

BSPDE means the two-letter code of a BSP country (DE-Germany)

XXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that requested the calculation amendments.

ADMREQUEST denotes the ADM request.

ACMREQUEST denotes the ACM request;

- The cover letter shall explain the calculation amendments. The Airline will not accept any Intrinsic Error Registers without the cover letter;
- The Airline shall review the Intrinsic Error Register and, if undisputed, issue the ACM/ADM in BSPlink.

3. Accompanying Documents

3.1. If the Agent believes the Airline's ADM unreasonable, the Agent shall substantiate its reasoning with proper confirmations, including, without limitation

3.1.1. If the ADM arises out of an incorrect ticket price in the CRS/GDS,

The booking data and ticket price, with the fare established as of the issue date.

3.1.2. If the ADM arises out of the absence of documents to confirm the passenger's eligibility to a special price and/or involuntary refund/exchange

Accompanying documents as specified in the ADM.

Note.

To prevent issuing of ADMs due to non-confirmed involuntary returns, the Agent needs to manage refund transactions through the Refund Application master in BSPlink, with scanned copies of the accompanying documents attached.

To prevent issuing of ADMs due to non-confirmed involuntary exchanges, the Agent needs to send all scanned copies of traffic documents and accompanying documents to:

ofv@nordwindairlines.ru within one business day after the involuntary exchange. The email subject should be as follows:

“BSPDE_XXXXXXXX_DDMMYY_INVEX_TCTNBR, “

where:

BSPDE means the two-letter code of a BSP country (DE-Germany)

XXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that handles the involuntary exchange

DDMMYY means the reporting period

INVEX denotes the involuntary exchange

TCTNBR means the number of the air ticket exchanged involuntarily.

4. Contacts

Contacts are specified in BSPlink, Section ADDRESS MAINTENANCE/Query Address.

5. Language Used

For BSP of All Countries (excluding Russia), ADMs are executed in the English language.

6. Non-Compliances and Sanctions.

- 6.1. The Airline shall have the right to recover from the Agent the Penalties listed below, by notifying the Agent thereof:

No.	Non-Compliance	Penalty
1	A transportation issued with violation of the Airline’s rules, regulations and/or procedures and/or the IATA BSP Manual.	Compensation for the incurred loss and a penalty of EUR 25.00 for each document.
2	Incorrect fare surcharge and incorrect fare application/ violation of the applicable fare rules/fare discounts	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket/ a penalty of EUR 25.00 for each EMD.

No.	Non-Compliance	Penalty
3	Incorrect level of Taxes/ Fees/Charges	Compensation for the incurred loss and a penalty of EUR 25.00 for each traffic document.
4	Incorrect level and/or incorrect application of the fee for additional services, as established by the Carrier	Compensation for the incurred loss and a penalty of EUR 25.00 for each traffic document.
5	Ticketing (ET, EMD) with manual calculation with violation of the applicable fare rules or applicable rules of additional services, and/or the carrier's rules and procedures for Agents.	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
6	Fictitious numbers entering in the PNR	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
7	Failure to comply with the Carrier's information letter and technology of booking entries (PNR) in respect of the contact information of the passenger. (This information is published on the Carrier's website).	Compensation for the incurred loss and a penalty of EUR 25.00 for each PNR.
8	Absence of passenger's passport data in PNR and/or ticket, incorrect entry of passenger's passport data in PNR, or entry of knowingly fictitious passport data.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.
9	Ticketing without actually confirmed seats in the PNR or ticketing with the SA / RQ status except as permitted by the Carrier. Issuing a ticket on flight segments with the HX/UC/UN/HL/NO status.	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
10	Mismatch of fare type, booking class in PNR and/or in ticket with the fare/booking class paid for.	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
11	Mismatch of information in itinerary receipt and in e-ticket.	A penalty of EUR 50.00 for each mismatching itinerary receipt.
12	Using passive segments unusable for ticket issue/reissue.	Compensation for the incurred loss.

No.	Non-Compliance	Penalty
13	Ticketing (including ticketing in separate bookings) with violation of the minimum connection time specified in the booking system and under conditions that bookings made in the one agency and within a one day.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.
14	Self-determination of “time-limit” element with violation of the booking rules/terms of fare rules application for used booking class and non-return of seats according to the procedure established by the Carrier (“freezing” of seats).	Compensation for the incurred loss and a penalty of EUR 50.00 for each ET.
15	Simultaneously holding seats on the screen in the different classes with periodic updates without creating bookings for the purpose of holding seats for sale (“freezing” seats).	A penalty of EUR 50.00 for each seat, at the discretion of the Carrier.
16	Violation of the rules for booking/ticketing of certain categories of passengers (CHLD, INFT, seamen, military and subsidized carriage), group carriages and carriages with special service requests (AVIH, EXST, CBBG, UMR, STCR and etc.) established by the Carrier.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket/ a penalty of EUR 25.00 for each EMD.
17	Issuing/ selling a ticket with a fictitious point of origin or destination in order to decrease the applicable fare (“cross border selling”).	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
18	Loss of Carrier’s revenue due to incorrect calculation of fares, taxes/fees or incorrect ticketing caused by any fault of GDS	Compensation for the incurred loss.
19	Not entering/incorrect entry of information without using automatic calculation in GDS, that has not entailed the Carrier’s losses, such as: incorrect type of fare/fare currency indicated, not filling or incorrect filling of the fare calculation field, incorrect information about flight coupons with exchange or refund status, etc.	A penalty of EUR 25.00 for each violation.

No.	Non-Compliance	Penalty
20	Incorrect informing of a passenger on a fare, fare rules, baggage limits, the terms and conditions of passenger carriage, and the Airline's services (if such incorrect informing caused a claim(s)).	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket/ a penalty of EUR 25.00 for each EMD.
21	A booking is completed outside of two hours after the PNR is created.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.
22	A sale transaction is completed outside of two hours after the PNR is created.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.
23	Issuing a ticket with using of an off-system booking without Carrier's permission.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation (for each pax in PNR)
24	Booking of a flight less than 24 hours before the time of departure without issuing a ticket and without returning seats to the system within 1 hour after a booking created.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation
25	Issuing a ticket without special service request confirmed by the Carrier.	Compensation for the incurred loss and a penalty of EUR 25.00 for each violation
26	Incorrect RFISC code while issuing EMD is issued. Incorrect input of information in the EMD mask. Issuing EMD for non-confirmed service by Carrier.	Compensation for the incurred loss and a penalty of EUR 25.00 for each EMD.
27	Transferring of a booking (PNR) to be issued/ticketed at other agencies' s offices.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation
28	Transferring of a booking (PNR) outside of the country of its creation.	Penalty of EUR 25.00 for each flight segment, multiplied by the number of seats specified in the PNR.
29	A ticket issued in offices agency not registered by the Carrier.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation
30	Issuing of tickets validated on N4-216 ticketing stock under the Interline	Penalty of EUR 25.00 for each traffic document.

No.	Non-Compliance	Penalty
	agreement without N4 segments if it is prohibited by the rules of the Carrier.	
31	Incorrect entering/not-entering a passenger's visa and/or address in the booking.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation (for each passenger in PNR)
32	Not collected/incorrectly calculated the charge/fee for change or cancelation of the carriage.	Compensation for the incurred loss and a penalty of EUR 25.00 for each ticket.
33	Revalidation a ticket without Carrier's written permission. Rebooking flights segments in ticketed PNR without reissue and within the terms established in fare rules.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket.
34	Change of surname and/or name to another passenger in individual PNR. Reissuing a ticket for another passenger without Carrier's permission.	Compensation for the incurred loss and a penalty of EUR 50.00 for each PNR.
35	Failure to cancel seats (flight segments) in case of cancelation or change of the air transportation by the passenger (refund or reissue of the ticket)	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.
36	For tickets issued on two or more days before departure- cancellation (VOID) of tickets after the end of the current day.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket.
37	For tickets issued on the one day of departure or one day before flight - cancellation (VOID) of tickets more than one hour after they are issued.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket.
38	Failure to cancel booking within one hour after voiding a ticket without issuing new a new correct ticket instead of voided tkt.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket.
39	Unsold seats in case of late cancellation of the seats in confirmed individual or group booking.	Compensation for the incurred loss and a penalty of EUR 50.00 for each violation.

No.	Non-Compliance	Penalty
40	Failure to submit, upon the Carrier's request, the confirmation of refunds to entitled persons against traffic documents returned.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket or a penalty of EUR 25.00 for each EMD.
41	Failure to cancel inactive flight segments with HX/UC/UN/HL/NO status.	Compensation of losses incurred.
42	Traffic documents (ET, EMD) issued in CRS/GDS and not reported in the corresponding reporting period (including the documents issued in exchange).	Full amount of applicable fare and taxes (fees) for transportation and a penalty of EUR 50.00 for each ticket or a penalty of EUR 25.00 for each EMD.
43	Any transaction not registered (i.e. sale, exchange, refund and etc.)	Compensation for the incurred loss and a penalty of EUR 50.00 for each traffic document.
44	Incorrect agency commission amount reported	Compensation for the incurred loss and a penalty of EUR 25.00 for each report (domestic/international).
45	Incorrect or forbidden form of payment unauthorized by Carrier/ using a payment card unauthorized by Carrier.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket or a penalty of EUR 25.00 for each EMD.
46	Creation a fictitious or test booking.	Compensation for the incurred loss and a penalty of EUR 50.00 for each PNR.
47	Creation of duplicate or multiple bookings on the same flight per passenger within one point of sale or booking of alternative segments in the same PNR.	Compensation for the incurred loss and a penalty of EUR 25.00 for each duplicate/alternative segment in one PNR or in separate PNR.
48	Multiple (more than 3 times in a row within 2 hours) booking on the same flight without ticketing, in less than 3 days to departure.	Compensation for the incurred loss and a penalty of EUR 50.00 for each PNR.
49	Issuing duplicate tickets for one passenger in one booking.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket.
50	Incorrect currency exchange rate used for ticketing.	Compensation for the incurred loss and a penalty of EUR 25.00 for each traffic document.

No.	Non-Compliance	Penalty
51	Non-compliance with the issuing procedure when a ticket is paid for with the payment card, which caused CHARGEBACK to the Airline /Failure to remit monies when a ticket is paid for with the payment card.	Compensation for the incurred loss and a penalty of EUR 25.00 for each violation.
52	Using the function 'dispute post billing' by agent for a legitimately issued ADM.	Compensation for the incurred loss and a penalty of EUR 50.00 for each passenger in PNR.
53	Ticket is issued with bookings made by offices (OID/PC) registered outside the country of original creation, except reissuing ticket which were issued before.	Compensation for the incurred loss and a penalty of EUR 50.00 for each ticket, at the Carrier's discretion.

NOTES

1. If the currency of the penalty does not coincide with the reporting currency of the Agent, the equivalent amount must be calculated using the exchange rate published in the booking system as of the date of issuance of the ADM.