

#### KENYA AIRWAYS' REVISED ADM POLICY EFFECTIVE 1 APR 2017-Updated in June 2023.

### SCOPE:

KENYA AIRWAYS will issue ADMs/invoices to collect amounts or make adjustments to all Travel Agents and Staff transactions related to the bookings, ticketing, sales and refund as per IATA Res 850M and 830A.

This policy applies to all GDS subscribers including travel agents and any person or entity accessing Kenya Airways internal reservation system content via the Internet or any other electronic means. It is the responsibility of the GDS subscribers to ensure that all of its employees, agents and contractors, in all of its locations are familiar with this policy.

The scope of the audit not exhaustive will be applied to what is mentioned in the matrix below;

# **ADM Matrix**

Following matrix defines different violations or non-compliance practices which will result in the issuance of ADM i.e. a debit will be raised to the booking/ticketing agent.

Violations	Scope of Audit	Outcome	Cost Recovery Fee
Churning	The act of repeatedly cancelling and rebooking the same or different itinerary for the same or different classes across one or more GDSs is defined as churning .If segments in a PNR are rebooked more than 4 times after cancellation by TTL or airline, ADM will be raised for the excessive churn cost amount.	Debit will be raised to Booking/Ticketing agent	UPTO 30APR 2022 CRS abuse fee of USD 5 per segment per passenger will be applied the 5th and consecutive times. This is regardless if the PNR was ticketed afterwards.  From 01MAY 2022 Onwards. Abuse penalty of USD7 per segment per passenger will be applied the 4th and consecutive

			times. This is regardless if the PNR was ticketed afterwards.
High cancellation rate	A cancellation of more than 75% of the bookings for flights departing within the month. This is regardless of the time the bookings were generated.	Debit will be raised to booking/ticketing agent	A fee of one (1) USD will be applied per passenger segment booked above the 75% limit.
Ticketing information (Fictitious, Test or Training Bookings )	Verification on bookings created with fictitious names and ticket numbers.	Debit will be raised to Booking/Ticketing agent	USD 20 per segment, per passenger
Speculative bookings	Bookings made when no definite passengers exists, in anticipation of possible sale. Bookings created in higher classes that are released close to departure to make seats available in lower classes.		Fixed amount USD300 per passenger per segment
Booking and ticketing of infants	Verification of bookings with INF where status is on HN. Passengers travelling with Infant must have INF SSR present and confirmed in their PNR. No ticket should be generated when the request is on HN or UC status. No manual building of TST (Automatic stored ticket) for ticketing purposes. Exemptions will be where there is no published one way fare permitted on a percentage of a published round trip fare	Debit will be raised to Booking/Ticketing agent	A penalty of US \$ 50 per ticket plus suspension of both parent and infant ticket
Private & Corporate fares Abuse	Where we have Private or other special fares, and agent does not	Debit will be raised to	Difference between fare paid and first

	adhere to the pax eligibility criteria or fare rules and conditions. An ADM will be sent to the travel agent where passengers holding tickets with special Tour Operator fares are not eligible to travel with these fares, for instance when a Tour Operator fare is sold Without any additional services or if the minimum required level of these services (in regard to KQ rules) is not reached. Applying corporate discounts on tickets sold to passengers who are not employees of the contracted corporate.	Booking/Ticketing agent	unrestricted public fare in the same cabin.
Contractual missing or incorrect information on the ticket	Such as but not limited to; -Corporate Information - Ticket Designator/tour code -special fare basis - Ticket Number on EMD or missing EMD number on the Ticket -Fare Calculation box in case of reissue	Debit will be raised to Booking/Ticketing agent	A fixed amount ADM of 50 USD will be raised (in addition to another ADM amount e.g. fare difference if needed)
Commissions, service fee, surcharges and taxes violations	Incorrect collection of taxes and surcharges, Missing taxes/surcharges ,Wrongly altered taxes/surcharges, and Already used taxes refunded by mistake	Debit will be raised to Booking/Ticketing agent	Fare/tax/ commission difference
Use of correct SSR codes	KQ will accept SSR requests only when the relevant SSR codes are confirmed and booked correctly. Any cost incurred due to wrong booking of the SSR shall be pushed to the originator of the booking	Debit will be raised to Booking/Ticketing agent	USD 50 per segment per pax plus any cost incurred

Group Bookings/ Hidden group	Conditions specified in the KQ groups tool contract will be audited such as fare, taxes and surcharges, number of passengers travelling (minimum 10 passengers). Groups must be plated on the airline ticket stock specified in the	Debit will be raised to Booking/Ticketing agent	Plating on a different carrier ticket stock than specified in the contract will raise an ADM of 100 USD for each ticket.
	group section of the distribution contract between agent and KQ.  Non-materialisation of group (less than 10 clients travelling) are charged retrospectively per ADM for each No Show passenger. ADM is calculated with a fixed amount.		Non- Materialisation per pax. Short Haul-80 USD), Medium Haul 150 USD Long Haul 350 USD
	Verification on multiple individual ticketed PNRs created for large groups which expressly prohibited as against KQ Group Policy and Procedures.		Hidden Groups- fixed amount of USD 150 per passenger
No show segment for a void/refund Ticket	Verification of holding bookings with voided/refunded/fictitio us tickets without cancelling the booking.	Debit will be raised to Booking/Ticketing agent	USD 350 per one way routing per passenger for any un ticketed / voided / refunded tickets with booking still live in the system.  From 01Aug18 for Journeys within domestic Kenya only- charge USD200 per passenger.  In all other cases
			of NO-SHOW, charges will apply as per fare rules.

Misplating /Ticket Stock violation	Abuse of carrier identification plate (CIP)/plating conditions on KQ/OAL plate where the fare rule/fare note does not allow to do so, regardless if the ticket	Debit will be raised to Booking/Ticketin g agent	If a case of Misplating or ticket stock abuse, the following penalties will apply per ticket; Economy
	is auto or manually priced.  This could also occur in the case when Private fares of other airlines are used on KQ ticket stock or for any other fares for which KQ plate is not allowed (pricing rule to guide: "sales restriction and flight application").  This also includes ticketing on 706 documents without having any KQ flight segment in the ITIN.		Short haul-100 USD), Medium Haul 300 USD Long Haul 450 USD  Business Class Short haul-200 USD), Medium Haul 400 USD Long Haul 650 USD
Wrong Routing not permitted on third carrier / wrong booking class on third carrier.	In case of wrong booking class or routing not permitted, ADM will be raised.	Debit will be raised to Booking/Ticketing agent	Penalty will be based on the applicable fare as per the billing carrier plus USD 20 administration fee
Inactive and Passive Segments	Verification on agency bookings with segment status HX/UN/NO/UC/US etc. otherwise known as non-productive segments.  The agent undertakes to delete from the PNR all flight segments with a status HX/NO/UC/UN (*) latest 24 hours before departure or be subjected to a fixed fee as per stated penalty.  Any booking that does not reserve a seat in the airline inventory and is a duplicate of a live booking, i.e. bookings	Debit will be raised to Booking/Ticketing agent	US\$15 per segment, per pax

Name update	with status codes ending with K (except 'HK'), or BL, ML, GL, PL. Industry standards require that Passive segments be used "for the purpose of ticketing" only after a booking has been made in an airline inventory system. If a passive segment is rejected by KQ then the passive segment should be cancelled immediately by the agent to avoid unnecessary GDS fees to KQ. Any passive cancelled within 24hrs to flight departure is chargeable.	Debit will be	Applicable name
fee	fee is not collected on KQ stock only.	raised to Booking/Ticketing agent	update fee as per KQ policy
Schedule change	Segments created due to schedule changes e.g. TK, TL should be cancelled by the agent to avoid double costs and agent accept schedule changes or rebook passenger as deemed appropriate. Un-actioned Schedule change costs are very expensive and must be cleared from the queues urgently and in accordance with IATA standards. For any schedule change made during non working hours but are for future dates, these must be actioned by the agent the next working day.	Debit will be raised to Booking/Ticketing agent	US\$15 per segment, per pax
Duplicate PNRS by same Agent	Verification on created duplicate PNRS for same passenger.  KQ does not allow customers to hold more	Debit will be raised to Booking/Ticketing agent	Fixed amount USD100 per passenger

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	than one reservation to		
	/for travel on, or around		
	the same date for		
	bookings created by the		
	same agent.In case of		
	cancellation of those		
	duplicate bookings by		
	KQ, a fixed amount per		
	passenger and per		
	cancelled segment will		
	be raised		
Duplicate	Creating multiple one		Fixed amount
segments	way itineraries for one		USD50 per
	passenger in the same		passenger per
	PNR is PROHIBITED. It		segment.
	causes problems during		
	check-in and processing		
	upgrades and reissues.		
	In case of cancellation		
	of those duplicate		
	bookings by KQ, a fixed		
	amount per passenger		
	and per cancelled		
	segment will be raised		
Back-to-back	The issuance or use of	Debit will be	The higher
ticketing	coupons from two or	raised to	applicable fare for
	more tickets issued at	Booking/Ticketing	the travelled
	round trip fares or the	agent	itinerary plus
	combination of two or		Penalty of USD 10
	more round trip fares		per segment
	end to end on the same		
	ticket, for the purpose		
	of circumventing		
	applicable tariff rules,		
	such as advance		
	purchase and minimum		
	stay requirements or		
	access low fares. Etc.		
Coupon	Coupon trashing is		An ADM penalty
Trashing /	where Origin		of USD 300 per
coupons used	Destination through		direction per
out of sequence	fare ticketing has been		passenger plus
	done with onward		fare difference if
	sectors that the		applicable.
	passenger does not		' '
	intend to utilize, with		
	the ticketed journey		
	cheaper than the		
	passengers actual		
	journey. This is a		
	violation and no waivers		
	shall be granted.		
	Example		
	Tickets issued for travel		
	JNB-NBO-ADD with the		
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	through fare for JNB – ADD whereas passengers' actual journey is JNB – NBO. The passenger should be issued with a ticket on correct fare for the intended journey JNB-NBO only.		
Cross border ticketing	Ticket issuance in such a way it appears that the travel commences in a different country than is actually the case or containing flight segments not intended for use	Debit will be raised to Booking/Ticketing agent	Fare difference between fare purchased and the fare where actual travel commences.
Fare/sales commission/Tax/ surcharge violation	Validation on the compliance of fare and sales conditions on all purchased tickets (e.g. advance purchase, agency applicability, add-on fares, blackout period, booking class, under collection of fare, booking flight condition, Other Airlines (OAL) carrier condition, , sale date validity, travel date validity/seasonality violation, stop over surcharge, up sell charge for class upgrade, combination condition, min/max stay conditions, under collection of taxes and fees, weekend surcharge, child/infant discounts and all other special discounts, date of birth check, expiry of fare, Pricing Unit Concept (PUC).	Debit will be raised to Booking/Ticketing agent	Fare/tax/ commission/surch arge difference
Fraudulent Ticketing Practices	Where Agent actions facilitates fraudulent ticketing and abuses	Debit will be raised to Booking/Ticketing agent	A penalty of USD100 per ticket will be charged to the Agent
Fare violation for tickets issued	Validation on purchased tickets with	Debit will be raised to	Fare difference to first higher fare

with open/request status.	open/request status where confirmed reservation is required	Booking/Ticketing agent	where Wait List (WL) is permitted
Refund violation	Validation on documents claimed for refund, duplicate refund check.	Debit will be raised to Booking/Ticketing agent	Fare/tax/ commission difference
	Incorrect calculation of refund amount, taxes and fuel Incorrect application of cancellation penalty (e.g. in case of noshow)		
	Incorrect calculation of refunds commission amount		
	Refund not done as per IATA 824r including refund not to initial FOP.		
Reissue violation/ uncollected change fee	Validation on reissued documents	Debit will be raised to Booking/Ticketing agent	Fare/tax/ commission difference plus penalty of USD 20
Minimum Connecting Time (MCT) violation	Verification on bookings that undercut required MCT	Debit will be raised to Booking/Ticketing agent	Fixed amount USD200 per passenger
Origin & Destination (O&D) violation(Marrie d segment control)	Verification on bookings that do not follow the O&D logic and other various practices used to manipulate the system to accept bookings made against the married segment logic.  When segments are married, restrictions apply to partial	Debit will be raised to Booking/Ticketing agent	Fare difference between actual Origin /Destination (O&D) pair used for booking and the O&D pair ticketed, plus an ADM fee of USD 200 for economy and USD 400 for business per segment/passenge r
Illegal class mix/ Travel audit	segment cancellation  A booking made with an illegal combination of classes in order to	Debit will be raised to Booking/Ticketing	Fare difference to first higher fare where mix class is
	secure space that is not	agent	permitted or

	then ticketed at the correct price.  Validation on flown coupon vs. ticketed coupon (e.g. comparison between RBD on both coupons, flight number/flight date mismatch, ticketed vs. flown routing,		Fare difference between flown RBD to ticketed RBD
Incorrect or missing Baggage allowance	collection).  Verification on baggage allowance printed on the ticket vs. the actual allowance approved for applicable fares/Point Of Sales (POS)/deal code, etc.	Debit will be raised to Booking/Ticketing agent	Economy - USD 50per passenger Business class US\$ 100 per passenger
Split bookings	Any abusive use of split bookings which overrides the ticketing time limit (TTL) generated by the robot to benefit from a more lenient ticket time limit will be liable to a fixed ADM amount per passenger and per KQ flight segment	Debit will be raised to Booking/Ticketing agent	Per passenger per segment  USD 50 for economy  USD100 for Business
Rejected Credit Card Sales Transactions	Credit card sales where billing is rejected or delayed OR cards rejected as Invalid or unbilled due to incomplete information by the Agent.	Debit will be raised to Booking/Ticketing agent	A penalty of USD100 per ticket rejected will be raised
Credit Card charge -back	In case Kenya Airways is debited by the credit card acquirer for purchase rejection by passenger, credit card misuse or fraud case on a ticket issued by the agent, Kenya Airways will charge the agent for the cost. The agent is always responsible for checking the validity of the credit card and to	Debit will be raised to Booking/Ticketing agent	Kenya Airways will charge the agent for the cost and any other costs as per IATA Resolution 890.

	ensure that the card holders signature is provided or to secure the eligible website for e-tickets purchase		
Ticket Not Reported /miscellaneous errors causing late reporting of sales.	In case of discrepancy in the sales information/report ing of agents, an ADM is issued. This can be due to reasons such as an unreported ticket or cases in which flown tickets are missing in BSP/ARC sales reporting.	Debit will be raised to Booking/Ticketing agent	Value of unreported sale plus a late reporting penalty of USD100 per ticket.

<u>Definition</u>: Using OW flight sector length; **SH**- Where flight time is less than 2 hrs; **MH**-Between 2hrs and 6hrs; **LH**-Above 6hrs.

### TRAVEL AGENT'S, GSA's, Online Travel Agents (OTAS) and Airline Staff OBLIGATIONS:

Travel Agents obligations are described in IATA Resolution 824 and ARC ARA in which it is stated that all tickets must be issued in compliance with the Carriers" fares, conditions, general conditions of carriage and written instructions provided to them.

### TRAVEL AGENTS', GSA's, and OTAs BEST PRACTICES:

- Train their staff to comply with KENYA AIRWAYS booking policy guidelines and also with IATA Resolutions and ARC -ARA -ADM Procedures:
- Make available the Carriers" General Conditions of Carriage to the customer and advise the customer
  of the fare conditions, eligibility when required and free baggage allowance.
- Inform customers that KENYA AIRWAYS will honor flight coupons only if used in sequence and from
  the point of origin as displayed on the ticket. Otherwise the ticket will be rendered invalid, customer
  denied boarding and no refund will be accepted.
- Inform customers that at any time, customers could be charged the fare difference (plus change
  fee, if applicable) between the paid travel plan and the effective one, or risk denied boarding.
   Travel Agents should take payments systematically for any changes made to the original booking.
- Inform the Carrier of all Pseudo City Codes (PCC) / office IDs linked, bridged or emulated to its
  main agent codes. The carrier will hold the agent fully responsible for all bookings made by all
  PCCs/office IDs linked to their agent codes

- The Agent undertakes to only book from the availability display for the O&D (origin & destination) concerned and not by subverting married segment controls before or after EOT (end of transaction) on other O&Ds.
- Action all queues on daily basis and Delete all HX, NO, UC, UN & US segments 24 hrs prior to departure to minimize GDS costs.
- Reservations must consist of the full names of each customer as in the customer"s passport.
- Reservations/ticketing training in "live" PNRs is not permitted, only in the GDS training mode.
- Use fare levels and fare basis as stipulated by the carrier. All fares must be applicable at date
  of ticketing.
- Inform passengers that the Airline reserves the right to collect any differences in taxes implemented by respective Government Authorities.
- Ensure that the baggage allowance on the ticket is in accordance with the fare conditions and the GDS.
- Agents subscribed to multiple GDS must issue tickets in the same GDS where the booking is made, and not to generate unnecessary GDS costs.
- Check passenger's eligibility for Private and other special fares (e.g. Seaman, Corporate, Labour etc) or Tour Operator (TO) fares, before issuing a ticket and to inform the passenger that the proof of eligibility may be requested by the Airline at any time. The Airline reserves the right to settle with the customer or alternatively an ADM shall be raised on the Travel Agent (e.g. in case of passengers holding tickets with corporate fares without being eligible to travel with such fares).
- To ensure that when an ADM is disputed, the response is specific in detail and the relevant supporting information is sent to Kenya Airways to the address indicated on the ADM.
- Not to dispute an ADM where the reason is valid and evidence to the contrary is not available.
- To raise all disputes as per BSP/ARC guidelines applicable.

### Kenya Airways' Responsibility:

- Aim to minimise irregularities in issuing/managing tickets through audits.
- Provide as much information and detail about the reason a charge is being made in order to ensure its accuracy.
- To avoid recurrence of irregularities, agree with the Agent concerned the most suitable corrective
  action if the volume and types of anomalies are deemed to be above average. Kenya Airways will
  endeavour to address these issues bilaterally with the agent concerned.
- KQ reserves the right to take preventive measures, including but not limited to, inhibiting access –
  point of sale closure (POSCI) to its inventory, by any Travel Agent/OTA engaged in booking
  malpractices.

### **General ADM process Worldwide**

In compliance with IATA Resolution 850 m and ARC ARA processes,

- An ADM can be sent out by the airline via BSP/ARC Link within 9 months
  after final travel date. When final travel date cannot be established, expiry
  date of the document will be used. After this period, payments will be
  settled directly between the travel agent and the airline.
- In line with IATA Resolution 850m, Kenya Airways will send ADMs via BSP/ARC link with no financial consequences during the latency period (14 days or period fixed by the local BSP/ARC -link organization).

- When making a dispute, a valid and clear justification must be provided at all times.
   Otherwise dispute cannot be handled. Responsible behaviour in case of ADM disputes is required from both the Travel Agent /OTAs and the Airline staff.
- Please mention your contact details for an efficient handling by KQ.
- Kenya Airways will reply to your dispute within 60 days (in consistency with IATA Resolution and ARC ARA procedures) giving a clear explanation of acceptance or denial of the dispute.
- Should Kenya Airways reject a dispute and Agent wants KQ to re-investigate, agent is requested to respond to KQ within 14 days to provide additional new information. Otherwise ADM will be submitted for settlement to BSP/ARC link.
- For non BSP/ARC cases, the ADMs shall be circulated by respective Kenya airways local office.

### **ADM issuance process**

- An ADM relates to a specific transaction and will not be used to group unrelated transactions together
   However more than one charge can be included in an ADM if the reason for the charge is the same and a detailed supporting list is provided with the ADM.
- No more than one ADM will normally be raised in relation to the same original ticket issuance. When
  more than one ADM is raised in relation to the same ticket, it shall be specified for a different
  adjustment to previous issues.
- Except where otherwise agreed in the local market, ADMs will not be used to collect third party costs
  not directly associated with the initial ticket issuance of passenger journey. However GDS wastage
  costs form an exception and will be settled through ADMs.
- In case deviations of the fare rules are found on tickets during audit process, Kenya Airways will systematically generate ADMs reflecting value of difference between the real applicable fare and the applied fare. e.g A fare with a maximum stay of 3 months is issued for a passenger and the passenger later changes the return date to beyond the 3 months say 6 months. If the ticket is not re-issued to reflect the fare that will now allow that maximum stay of 6 months, the agent will be debited the amount between the originally applied fare and the new applicable fare

## **Minimum ADM Amount**

- The minimum amount, for which an ADM is raised, is USD 10.
- Kenya Airways can issue one ADM with multiple reasons for one original ticket in regard to minimum
  amount. In case of persistent practices of under collection (multiple occurrences of underpayments of
  less than USD 1 by the same IATA/ARC Agent, KQ reserves the right to recover these underpayments
  by sending an ADM.
- In case of ADM related to fuel surcharge, other surcharges, commission, taxes, penalties and fees, no minimum applies and an ADM will be generated for real amount due.

### **ADM Dispute**

- Kenya Airways shall endeavour to handle rejected or disputed ADMs in a timely manner in compliance with applicable IATA resolutions and regulations. Where an agent has disputed an ADM within the latency dispute period provided(14 days or period fixed by the local BSP/ARC -link organization) the dispute was sent to the address notified on the ADM in question, Kenya Airways will endeavour to handle rejected or disputed ADMs in a timely manner in compliance with applicable IATA resolutions and regulations. The travel agent can dispute the ADM as per the "Latency period" applicable in respective BSP/ARC country/market practice.
- Kenya Airways shall evaluate the reasons for the dispute and approve where it is proved that the charge was not due.

 For any un-resolved disputes, Kenya Airways reserves the right to deduct the disputed amount from applicable Agent's incentive programme.

Kenya Airways expects travel agents not to dispute an ADM where the reason is valid and evidence to the contrary is not available and to raise all disputes as per applicable BSP/ARC guidelines. If the dispute is invalid or evidence to the contrary is not available, and this is repeatedly done minimum administration charge could apply.

### **Contact Information**

Policy also available through the link;



The e-mail address to contact for ADM/ACM questions and issues is: RevenueAssuranceandQualityGroup@kenya-airways.com.