

WestJet Policy Agency Debit Memos

Background

WestJet has published its policy on Agency Debit Memos (ADMs) to Travel Agents to make clear the circumstances under which ADMs will be issued and the guidelines that WestJet applies. WestJet will issue ADMs through ARC's Memo Manager, BSP Link and TIESS.

Key Points of WestJet Policy:

- ADMs will be issued only within nine months of final travel.
- A floor limit of **\$10CAD** applies to ADMs, but see 2.3 for exceptions for recurring occurrences of underpayment.
- WestJet will levy administration charges of **\$25CAD** to cover the cost of ADM issuance by WestJet. This charge will be communicated and included in the same ADM document raised for the adjustment.

See below for full details of WestJet ADM policy.

1. Scope

1.1 WestJet will issue ADMs to collect amounts or make adjustments to agent transactions related to the issuance and use of WestJet traffic documents, issued by, or at the request of the Agent, regardless of which airlines are included in the itinerary of the WestJet traffic document. An ADM may also be used to collect amounts where a traffic document has not been issued, if agreed with the Agent, for example.

2. WestJet Practice

2.1 ADMs will only be submitted for processing to adjust sales if issued within nine months of final travel, or when the final travel date cannot be established, the expiry date of the document. To adjust refunds, an ADM will only be issued within nine months of the BSP/ARC remittance date on which the document was settled. For any charge due beyond this period, WestJet will agree with the Agent bilaterally the best settlement method and only submit an ADM if agreed in writing by the Agent.

2.2 WestJet provides Agents with a 30 days period of notice, in order to review any ADM and dispute it.

2.3 An ADM will not be issued for a value less than \$10.00CAD or equivalent. However, if there is a persistent practice of under-payment (multiple occurrences of under payments less than \$10.00CAD or equivalent) by the same Agent (IATA location), WestJet may raise an ADM to recover the under-payments.

2.4 WestJet will endeavour to provide as much information as possible on an ADM to ensure it is specific in its detail about the reason a charge is being made.

2.5 WestJet will only include more than one transaction on any ADM if the reason for the charge is the same and will provide details with the ADM.

2.6 If WestJet 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 (e.g. a fixed amount penalty charge) is communicated to the Agent in advance, e.g. through notes in the fare rules, by

letter or any other communication (e.g. Key News) used in the market in question.

2.7 WestJet instructions specify any change fees must be collected via an MPD, and the MPD must be linked to the ticket concerned. Failure to follow this procedure may result in a charge to be collected by ADM for incorrect ticketing procedures.

2.8 WestJet will only issue more than one ADM in relation to the same original ticket, if different, unrelated charges apply. (This does not apply when an ADM is cancelled and raised again for the same reason but for a different value.)

2.9 WestJet will endeavour to handle rejected or disputed ADMs in a timely manner. Where an Agent has disputed an ADM within the dispute period, provided the dispute was sent to the address/fax notified on the ADM in question, WestJet will acknowledge receipt of the Agent's dispute, either via a fax or email. If WestJet rejects the dispute an explanation for the rejection will be sent to the Agent. Agents with BSP Link access may dispute an ADM via their BSP Link dispute facility within the ADM dispute period. If WestJet does not agree with the dispute, an explanation will be communicated to the agent prior to rejection of the dispute on BSP Link. The communication will give the agent a time period within which to respond with additional information for WestJet to reinvestigate the dispute. If no response is received by WestJet within the time period indicated in the communication, the ADM will be submitted for settlement to BSP Link.

2.10 If an Agent disputes an ADM after it has been included in the BSP settlement, WestJet will:

1. Within 30 days of the receipt of the dispute acknowledge receipt to the Agent.
2. Investigate and communicate their decision on the dispute within 30 days from the date of receipt of the dispute. In circumstances where the Agent has furnished insufficient information to support the dispute or the airline decision is subject to further commercial consideration, WestJet will communicate their decision no later than 60 days from the date of receipt of the dispute.

2.11 WestJet will levy an administration charge of \$25CAD to cover the cost of ADM issuance by WestJet. WestJet wants to address causes that give rise to ADM issuance and for this reason the airline will contact an Agent if the volume and types of errors of that Agent's transactions are deemed to be above average or are recurrent. WestJet will attempt to address these issues bilaterally with the Agent concerned.

2.12 Except where otherwise agreed in a market, in consultation with Agents individually or collectively, WestJet will not use ADMs to collect third party costs not directly associated with the initial ticket issuance of a passenger journey.

2.13 ADMs are not commissionable, i.e., an Agent may not withhold commission from ADM proceeds remitted to WestJet.

3. WestJet expects travel agents:

3.1 to train their staff in ADM procedures; their purpose and the dispute period that exists.

3.2 to ensure that when an ADM is disputed, the response is specific in detail and the relevant supporting information is sent to WestJet via ARC's Memo Manager online memo distribution system or to the address/fax indicated on the ADM.

3.3 not to dispute an ADM where the reason is valid and evidence to the contrary is not available.

3.4 to raise all disputes within the BSP dispute period.

3.5 to ensure that their contact details (phone numbers, fax numbers and email addresses) are up to date in BSP Link, ARC's Memo Manager online system or TIESS.

3.6 to provide specific contact details when logging a dispute in BSP Link to enable WestJet to make contact concerning the dispute.