



# LOT POLISH AIRLINES AGENCY DEBIT MEMO POLICY

2024

The document defines LOT Polish Airlines policy regarding issuing debit notes (ADM) for Travel Agencies. This document describes the types of system abuse in the booking and flight documents, as well as audits conducted by LOT Polish Airlines with the price list provided.

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**Compiled by:** LOT Revenue Management

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## 0. OVERVIEW OF SUBSTANTIAL CHANGES

Date	Chapter	Type	Content
01.09.2020		Document issuance	
08.03.2021	4	ADM value change	Change of DUPLICATE BOOKINGS/SEGMENTS/TICKETS from 80PLN/20USD/20EUR to 20PLN/5USD/5EUR.
1.02.2024	2, 4.3, 4.6, 4.8, 5	ADM value change	Change of HANDLING FEE for 100PLN/25USD/25EUR. Change of CHURNING, FICTITIOUS NAMES and INACTIVE SEGMENTS fee for 40PLN/10USD/10EUR

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## 1. INTRODUCTION

This Policy applies to all Travel Agencies authorized to issue documents for air transport, including additional services, by the users of GDS reservation systems and any other persons or entities having access to the content of the internal reservation system of LOT Polish Airlines, via the Internet or other electronic means of communication. Travel service providers are required to comply with this Policy, including all supplements and amendments issued at a later date.

This Procedure has on its purpose to inform LOT Polish Airlines' Agency partners, their employees, contractors, Agents and subcontractors in all their locations about the existing booking rules and the sale of LOT Polish Airlines tickets and the policy towards issuing ADM documents for being non-compliance with.

LOT Polish Airlines' policy applies to booking and issuing flight traffic documents based on individual and group tariffs, as well as exchanges, refunds and other related issues. In the case of reservations and documents issued for air-transportation of groups, additional rules and restrictions defined in group contracts may apply.

LOT Polish Airlines check and audit all transactions made as part of reservations or issuing traffic documents for both individual Passengers and groups.

Repeated rule violation and/or manipulation of reservations and/or tickets and/or failure to pay outstanding invoices/ADMs may result in withdraw of the reservation and/or ticketing agreement with the LOT Polish Airlines.

LOT Polish Airlines reserve the right to issue ADM documents for reasons that may not have been mentioned in this document, without prior notification. Newly detected abuses may be added to the issued ADM document at a later date.

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## 2. GENERAL RULES

ADMs are a legitimate tool for use by LOT Polish Airlines to collect charges or make corrections to Agent transactions in respect to the incorrect issuance and use of Traffic Documents issued by or at the request of the Agent.

ADM will be issued in the following cases:

- Sale inconsistent with conditions of tariff – all details of fare rules are subject to verification;
- Incorrect/incomplete discount code within fare code (i.e. IN90, CH25 etc.);
- Incorrect level of fare with reference to the booking class;
- Improperly collected taxes/fees/charges;
- Incorrect baggage allowance;
- Violation of the conditions of sale (including incorrect levels of commission);
- Misplaced usage of Carrier Identification Plate (CIP) (e.g. in case of lack of interline agreement with other carrier or missing the LOT authorization for ticketing);
- Credit card transactions rejected by the Passenger (so-called Chargeback);
- Non-compliance with the terms of instruction for group booking;
- Unreported sales;
- Double refunds/exchanges;
- Loss of revenue because of incorrect status given on refunds/exchange.

The minimum value on which an ADM document can be issued is **10PLN/2USD/2EUR** for one specific transaction or **10PLN/2USD/2EUR** for repeated errors, when the sum of single transactions of the same type is not less than **10PLN/2USD /2EUR**.

The minimum fee does not apply to the case of persistent practice of wrong calculation in issued documents by the same Agent.

A single ADM document relates only to a specific abuse and cannot be used for several unrelated frauds. One ADM document may show more than one fee if the reason for the charge is similar and a detailed specification list is attached. An ADM document cannot be used for more than one type of abuse. Any other abuse made on the indicated transport document will be issued on a separate ADM document.

In the case of issuing ADM, a handling fee of **100PLN/25USD/25EUR** will be added to each charge.

The ADM document cannot be used to collect payment for a third party not directly related to the originally issued Passenger ticket and should specify the reasons for the charge. In addition, the carrier will provide the Agent with contact information regarding the issued ADM document.

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## 2.1. TIME LIMITS AND FINAL PROCEDURE

The Agent shall have maximum 15 days counting from the date of ADM's issuance and its submission for further settlement processing. If ADM is disputed prior to being submitted to the settlement processing, it will be recorded as disputed and will not be included in the billing.

All disputes are subject to be settled by the Airline within 60 days after the first information concerning disputable ADM is being received from the Agent.

In the event the Agent disputes the ADM and the Airline subsequently determines that the purpose of that ADM was correct or needs adjustment, LOT Polish Airlines will submit to the Agent and the settlement platform the correct or adjusted ADM in the form of a new ADM. Only the new ADM will be processed then. Agent should not dispute the ADM when the reason of issuance of ADM is well-founded, and no evidence to the contrary to it is not available. While the ADM is being disputed, the relevant supporting information provided to the settlement platform Airline and received from the Agent in response to it, should be specified in details.

If it is confirmed by the Airline that ADM is not valid, it must be entirely cancelled. Where ADM is withdrawn by the Airline, any administration fee that may have been levied on it, will be withdrawn or refunded to the Agent. Repeated questioning of the ADM's dispute procedure may result in imposing so called immediate administrative penalty levied by the Agency Administrator. As a result of it. The *Agency Administrator* may order the *Travel Agency Commissioner* to review the Agent's activities under Resolution 818, at Attachment „A” paragraph 1.7.11.

## 2.2. PROCESSING OF ADMS

Only ADMS issued within 9 months after the journey is completed, will be processed through settlement platform. Any debit memos initiated after the said period shall be handled directly between the Airline and Agent (please refer to point 2.3).

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### 2.3. PROCEDURE OUTSIDE SETTLEMENT PLATFORM PROCESS

Any debit memos initiated by the Airline after nine months after the journey is completed, will be respected according to the following rules:

- Debit Memo addressed to Agent is issued by the Airline;
- All disputes are to be settled by the Airline within 60 days after issuance of the first notification by the Agent which questions the disputable Debit Memo;
- Any reason justifying issuance or dispute of Debit Note is mentioned in IATA Resolution 850m;
- LOT Polish Airlines reserve the right to claim the amounts due.

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### 3. FRAUDULENT SALES PRACTICES

Summary of the prohibited sales practices is available on page 17 (Chapter 5).

#### 3.1. MANUAL CHANGE OF BAGGAGE ALLOWANCE IN THE TICKET MASK (CALCULATION).

Manual modification of the ticket panel in order to change the baggage allowance is prohibited and will result in the issue of an ADM document in the amount of **1200PLN/300USD/300EUR** for each Passenger in the reservation.

#### 3.2. TICKET NON COMPLIANCE WITH RESERVATION

The Agent should take care that the compliance between the reservation and the ticket is met. In the event of reservation's change or other activities that result in non-compliance situation between the ticket and the reservation, a new one ticket or existing now should be issued or reconciliated immediately in accordance with the flight segments booked in the reservation. Failure to comply with this practice will result in issuing of ADM in the amount of **200PLN/50USD/50EUR** for each affected ticket.

#### 3.3. FAILURE TO SEQUENTIAL USE OF FLIGHT COUPONS/CROSS-REFERENCED TICKETING

The failure in use of flight segments and ticket coupons in the booked as well as the so-called cross-referenced ticketing are not allowed practices. ADM document of **1000PLN/250USD/250EUR** will be issued for each Passenger in the event when such practices are detected.

#### 3.4. NAME CHANGES/NAME CORRECTIONS POLICY

##### Individual Passengers:

Name change in the reservation and/or ticket is not allowed in the case of LOT Polish Airlines operated flights, marketing operated flights and flights operated by other airlines - exceptions are published fares of LOT Polish Airlines Passenger allowing name changes in the ticket.

The correction of the name element without changing the Passenger is limited to the cases specified below and applies irrespectively of the RBD and tariff used.

- Correction of the Passenger's surname or first name up to a maximum of 3 characters is possible without changing the Passenger.
- Change in the Passenger's marital status is possible only if it occurs after the date of ticket issue.
- The surname and first name field in the NAME element of the Passenger ticket replaced.

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The correction of the name (NAME element) in the ticket is free of charge, however, it involves the collection of a Transaction Fee, which should be included in the newly issued ticket. The fee depends on the market and sales channel in which the original ticket is issued.

**Name correction (NAME element) is not allowed for marketing flights or operated by other airlines.**

Upon request, for all those Passengers who want correct the name in the PNR, LOT Polish Airlines may require a written proof confirming the identity of the Passenger in order to verify it.

#### **Group Passengers:**

Procedure for name change in group reservation described below is valid after the tickets are issued. Name Change/Name correction is an adjustment of the name/surname or change of passenger and is possible only on LO operating flights and only before departure. Name Change/Name correction (name element) is not permitted for LO marketing flights and other airlines operated flights.

Failure to follow the rules outlined in the procedure as a result of an incorrect name change may result in the issuance of an ADM or denied boarding.

Pricing of name change or name correction is described in General Group Procedure or in specific group contract.

Name Correction (name element) without change of passenger is guaranteed up to 48h prior to the departure and is limited to the cases set forth below:

- Name Correction (maximum 3 characters). Changing these three characters cannot lead to change the wording of Passenger's name.
- Change in the marital status of the Passenger. This change is possible only when the change of marital status occurred after the date of the ticket has been issued. LOT Polish Airlines reserves the right to document this fact by presenting relevant documents confirming the change in marital status (e.g. marriage certificate)
- Improper placement of the surname in the name field element.

Name Correction (name element) is free of charge.

LOT Polish Airlines guarantee change of Passenger up to 48h prior to the departure in tickets issued under group reservation. To proceed with change of the Passenger Agent have to:

- Refund the original ticket.
- Contact local GDS helpdesk to change name element of the Passenger in the reservation.
- Issue new ticket as a first issue for the new Passenger.
- Issue EMD NAME CHANGE fee for the amount and in the currency dedicated for specific market, if applicable.

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### 3.5. SELECTION OF VALIDATING CARRIER

Required conditions to use the LOT ticket stock (plate) as issuing carrier:

- Airline is a *BSP/ARC/ASD* member and eligible for electronic ticketing on the involved market
- Airline has interline agreements with all marketing and operating carriers which are the part of itinerary
- Airline is a part of the itinerary or is the GSA for the carrier included in the itinerary.

### 3.6. GENERAL RULES OF EXCHANGING THE TICKETS

It is mandatory to use the LO 080 ticket stock, provided that LOT Polish Airlines are available in the *BSP/ARC/ASD* system on a specific market or act as GSA for another airline.

Ticket restrictions related to ticket stock should be checked before some changes to the ticket are made.

Reservations and traffic documents issued by the Agent may also be changed in the case of scheduled changes or cancelled flights. In the event that an irregularity on a segment operated by LO requires a change to another carrier on the LO 080 ticket stock, the Agent is able to make such an exchange in accordance with the general Involuntary rules and with LO authorization, provided that the routing of the applicable fare in the ticket remains unchanged. Generally, changes to reservations on the involuntary basis are not allowed, unless they have been authorized by LOT due to scheduled changes, cancellations or any other unforeseen circumstances beyond LOT control.

In case of ticket exchanges, it is mandatory to keep the same ticket stock as it was used on the original ticket. All changes should be made taking into account all the conditions of the fare used in the ticket, unless the carrier provides otherwise.

### 3.7. HANDLING OF GROUP RESERVATIONS AND TICKETS

In case of group PNR and group sale, the Agent is obliged to follow the current Procedure provided by LOT. The following activities are considered abusive and may be the basis for issuing ADM document by LOT. The below mentioned activities are forbidden:

- Providing incorrect or false contact element in booking

The Agent is obliged to verify and provide correct contact to Passengers. Resolution IATA 830d imposes the obligation to enter contact details such as e-mail address, mobile phone number in specific formats, which are in accordance with the regulations towards Personal Data Protection.

- Failure in application of a fixed group rate

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Intentional non-compliance with the automatic or individual valuation of a group rate, reduction of the group rate value, including the modification of the price in the stored ticket panel as well as incorrect calculations of due taxes will be the basis for ADM's issuance. The said ADM will cover the difference between the reported values in the issued document and the set group rate and/or taxes (including YQ charges).

- Incorrect group name

The group reservation name field should contain the Agent's name (IATA NAME) followed by the group name. First and last name, or any other element cannot be used as a group name. When increasing the group and creating an additional booking for the same group, the names of both groups should be the same. Repeated failure to comply with these recommendations may result in issuance of an ADM document.

- Incorrect TCP element

In case the number of Passengers in the group increased, an additional group booking (PNR) must be created with a TCP element, specifying the size of the whole group (total number of Passengers from the master PNR and additional PNRs). An SSR OTHS element with the master PNR number should be inserted.

Example:

- The additional group name must be the same as the main group name
- SSR GRPS LO-TCP XX
- SSR OTHS LO-MASTER PNR XXX000

- Reduction of the group below the required group size on a given market (group size)

Reduction of Passengers in a group must take place while keeping minimum group size. Otherwise, the booking will be cancelled and an appropriate group cancellation penalty will be charged.

- Group chains

Failure or violation of rules fixed in the contract, e.g. schedules or fare rates, will result in the issuance of an ADM.

- Multiple trips within one single group reservation

It is forbidden to add more than one trip to one group booking. This is an activity which directly interferes and affects LOT distribution system. Each trip should be included and priced in a separate PNRs.

For all cases not mentioned in chapter 3.7, dedicated Procedures and instructions which are in force on the specific market should apply.

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### 3.8. REFUNDS

Agent may process refunds of traffic documents only if the agency was the original issuer of such documents. The document must be verified in terms of the applicable fare or service conditions under which it can be refunded.

Traffic documents are refunded always based on the same form of payment that was originally used at the time of its issuance to issue them. The refund will be made to the credit card number originally used as the payment for the traffic document. In countries where *BSP Link* is in force, information about transactions for which the customer's credit card was used is subject to the rules and restrictions listed in the "*BSP Manual for Agents*".

The Agent is required to calculate the correct refund amount by using automatic tools or by manual calculation and is fully responsible for its correctness. The Agent is obliged to check both the conditions of refunds of the applied tariff as well as the rules of refunds of taxes and commissions.

The basis for the refund of taxes indicated in the ticket with a two-letter code are the documents related to the taxation rules. If the tax refund provisions do not contain information on the tax refunds' limitation, it means that the indicated tax is refundable, provided that the travel sector to which the tax is assigned has not been fully utilized.

If the calculated refund amount is in contradiction with the tariff terms applied by the carrier, the difference shown will be the basis for issuing the ADM document. It is recommended to use GDS to process refunds on a voluntary basis of any documents issued on the LO - ETIX or EMD stock.

Refunds for which the Waiver code has been issued, should be processed by the **BSP/ARC/ASD** platform only.

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## 4. FRAUDULENT BOOKING PRACTICES

Summary of the prohibited booking practices is available on page 17 (Chapter 5).

### 4.1. DUPLICATE BOOKINGS/SEGMENTS/TICKETS

Prohibited is:

- Creating several reservations with confirmed seats for the same Passenger on the same route and on the same travel dates.
- Creating several reservations with confirmed seats for the same Passenger, on different travel segments that block capacity on several flights, and such a journey could not be physically made.
- Booking several segments with confirmed seats on the same route in one booking.

The Agent is informed about the existence of a duplicate reservation/segment (*DUPLICATE PNR/DUPLICATE SEGMENTS*) through the reservation system and should stop the further sales process. The action described above will result in issuing ADM in the amount of **20PLN/5USD/5EUR** for each segment and each Passenger in the booking.

### 4.2. REFUND OF DUPLICATE BOOKING/TICKET

Creating multiple PNRs or issuing several tickets in one single booking for the same Passenger is not allowed. However, if the Agent issues a ticket despite the generated warning, the ticket is refundable with a deduction of **100PLN/25USD/25EUR** for the ticket. In the event that the duplicate booking/ticket has not been deleted, and the Passenger was recorded as a no-show, the ticket is subject to the general conditions of refunds in accordance with the terms of the fare used in the ticket.

### 4.3. CHURNING

Agents should refrain from repeatedly cancelling and re-booking within the same PNR, however any cancellations and re-bookings made within the same PNR at least 3 times, will be considered as an attempt to intentional extension of ticketing time limits in contradiction with fare rules. This may also result in system's malfunction its productivity, thus, the ADM will be issued. Churning is strictly prohibited and will result in a debit memo of **40PLN/10USD/10EUR** (per segment per Passenger).

The correct procedure in the situation described above is to create a new Passenger reservation.

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#### 4.4. LEAVING ACTIVE PNR AFTER CANCELING THE TICKET

Travel Agents should refrain from holding LOT inventory system unstable by keeping active reservations with un-ticketed segments, voided or refunded tickets until the very last moment to departure. Un-ticketed bookings should be cancelled at least 4 hours before departure in order to release the inventory and consequently avoid No-shows. Un-ticketed bookings not cancelled 4 hours before departure will result in an ADM. Huge volume of un-ticketed bookings may lead to an ADM, even if such bookings are cancelled 4 hours before departure. No-shows for un-ticketed reservations with confirmed segments will result in a debit memo of **40PLN/10USD/10EUR** (per segment per Passenger).

#### 4.5. MARRIED SEGMENTS

Travel Agents that break married segments' rules for the purpose of gaining access to unavailable booking classes are interfering Airline's system's logic and will be charged with an ADM.

Married segments may be offered at a different level of availability than segments sold separately, therefore married segment may not be "un-married". Consequently, connecting flights sold as "Married Segments" must be priced, ticketed, cancelled or changed "together". Manipulating of individual flights sold as "Married Segment" is considered as malpractice and is subject to a fine of **2400PLN/600USD/600EUR** (per PNR per Passenger) in addition to any applicable fare differential.

#### 4.6. FICTITIOUS NAMES

Travel Agents are requested to refrain from creating the bookings with fictitious names and thus blocking the LOT's inventory. Since there is no business need for a fictitious booking, the ADM will be issued and Agent will be charged for **40PLN/10USD/10EUR** (per segment per Passenger).

#### 4.7. INCORRECT TICKET NUMBER

Travel Agents should refrain from retaining the bookings with invalid ticket numbers (e.g. voided, refunded, used or fictitious etc.). Usage of invalid ticket number to create dummy bookings or to extend ticketing time limits, will result in a debit memo of **80PLN/20USD/20EUR** (per segment per Passenger).

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#### 4.8. INACTIVE SEGMENTS

It is the Travel Agent's responsibility to monitor the queues and release inactive segments with HX, UN, UC, NO, SC, TK, TL, TN, UU, US, PN, WL, WN, DL, DS, IX, MM, RM, GL or WK status codes from the PNR within maximum 72h. If the flight segment status change has taken place less than 24 hours before departure, the flight segment of which the status has been changed should be removed within two hours. Failure to remove these segments 24 hours before departure will result in a debit memo of **40PLN/10USD/10EUR** (per segment per Passenger).

#### 4.9. PASSIVE SEGMENTS

Travel Agent can only book passive segments in its own GDS system under its own record locator for the purpose of ticketing and reconfirmation already existing reservation in LOT Polish Airline's internal reservation system. Passive segments are not allowed in order to avoid fare rules' application. Passive segments shall be created for the purpose of ticketing only and must be cancelled immediately after issuance of the tickets is completed. Passive segments must be removed at least 24 hours prior to flight departure. If passive segments are not removed, it will result in a debit memo of **80LN/20USD/20EUR** (per segment per Passenger).

#### 4.10. LACK OF PASSENGER CONTACT INFORMATION

To facilitate the handling of flight disruption due to irregularities such as delays or, re-schedules, etc., **it is mandatory (according to the IATA resolution 830d) to provide Passenger contact details (email and/or mobile number)**, which is in line with all applicable data protection regulations. In compliance with IATA resolution 830d, travel agencies are required to notify all ticketed and confirmed Passengers about any schedule change or flight cancellation. Immediately after change notice is received, the Agent should action received queues promptly and must be ensured, that the Passenger is notified of any changes to the travel's schedule as soon as possible. If Passenger reserves the right not to provide contact details, the Agent should annotate the PNR that the Passenger has declined to provide such details. The indication provided in the PNR will result in airline's liability limitation in case of any irregularities. In such case, the Passenger will not be provided with information relating to flight cancellation or schedule changes (including delay in departure).

Detailed information about Passenger Contact Data format in GDS system you can find in "Attachment 1".

#### 4.11. NAME CHANGE

Travel Agent is not allowed in individual reservations to change Passenger without carrier's approval. Any PNR name change in contradiction to airline's policy (specified in point 3.4) and regulations or unauthorized by LOT Polish Airlines, will result in a debit memo of **100PLN/25USD/25EUR** per each segment and per Passenger.

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#### 4.12. LEAVING STNG ELEMENT IN GROUP PNR

The Agent can block seats on the "Seat Map" until names are entered. To do this, use the STNG element in accordance with the information pages. The Agent is obliged to assign specific seats upon adding Passengers' names and then immediately remove the STNG element from the booking. Leaving the STNG element in the PNR causes problems during the Passenger check-in and may result in a delay of the flight.

Leaving the STNG element in the reservation after the tickets are issued, will result in issuing of ADM document in the amount of **500PLN/125USD/125EUR** for each reservation.

#### 4.13. LACK OF DATE OF BIRTH

All Offices issuing airline tickets on behalf of LOT Polish Airlines are responsible for verification in details all the required data in order to apply the discounts or deductions. To avoid the misuse of discounts and to secure the LOT's interests, a mandatory DOB (date of birth) element must be entered for the following discounts and tariff types at the time of booking:

- Infant Discount(IN)
- Child Discount(CH)
- Youth/Student Discount(ZZ, ZS)
- Senior Citizen (CD)

If the date of birth is not provided or is provided in a manner which is in conflict with travel documents (identity card, passport etc.) and at the same time a given discount is used, in addition, the issued ADM document in the amount of **100PLN/25USD/25EUR** for each segment and Passenger, will be increased by the differences resulting from the additional fare upgrade to applicable fare without the discount.

#### 4.14. WAITLIST SEGMENTS

Travel Agents are kindly requested to comply with the following rules:

- Limit the number of WL segments to a minimum.
- Cancel unnecessary WL segments at least 48 hours before departure.
- It is forbidden to use WL segments when check-in is already opened and booking classes are available within the same compartment.

#### 4.15. FICTITIOUS OR/AND TEST RESERVATIONS

Creating test reservations or fictitious reservations to block seats on LOT's flights is disrupting Airline's systems that optimize flight management. Such activities are strictly prohibited and ADM documents in the amount of **100PLN/25EUR/25USD** for each segment, for each Passenger will be issued.

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#### 4.16. FREEZING SEATS

Blocking seats sales from availability without simultaneous creation of the PNR and by keeping them “frozen” in the system’s neutral area, is strictly not allowed. If such intentional activity is detected, this abuse will result in issuing an ADM in the amount of **200PLN/50EUR/50USD**.

#### 4.17. HIDDEN GROUPS

Intentional creation of individual bookings for group Passengers to reduce the ticket price is not allowed. If such activities are detected, ADM document will be issued **for the difference between the FARE value applied in the ticket and the average group booking rate on the given direction**.

#### 4.18. POINT OF TRAVEL ORIGIN/POINT OF SALE

It is forbidden to make reservations on one market/distribution channel, and then change it to another in order to issue a ticket. Such actions that are intended to avoid the LOT Polish Airlines policy in this respect and to reduce the availability and/or price of the ticket are unacceptable and may be the basis for issuing an ADM. If intentional activity is detected, the abuse will result in the issuance of ADM in the amount of **200PLN/50EUR/50USD** per Passenger.

#### 4.19. RENEWAL OF FLIGHT SEGMENTS

If, as a result of the Agent's mistake, the reservation is cancelled due to the lack of issued tickets, and the original class is not available, it is possible to restore the booking classes for a fee of **100PLN/25USD/25EUR** per segment and Passenger, provided the error is reported no later than 2 days after the reservation is cancelled. The fee will be charged by issuing ADM/EMD.

#### 4.20. DISTRIBUTION COST

The action which aims at a research of the prices or seats' availability on specific market, by displaying availability and continuous booking of segments that are later cancelled, significantly affects the distribution costs. The proportion of such displays to booked segments should not exceed **1000** per month. If the limit is exceeded, ADM document will be issued with a value calculated according to the following scheme:

Example:

Within a calendar month, the agency booked **500** segments, deleted **200**, and displayed availability **450,000** times. The 'look to book' ratio of net segments is calculated as:

$$500 - 200 = 300$$

$$450\,000 / 300 = 1500$$

The number of transactions that exceed the set limit is further calculated:  $(1500 - 1000) * 300 = 150\,000$

ADM Value is  $150\,000 * 0,0006\text{EUR} = 90\text{EUR}$  (or equivalent **360PLN/90USD**)

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## 5. CHARGES OVERVIEW

- ADM fees will be charged through the *BSP/ARC/ASD* billing system or through invoicing system for non-IATA Agents.
- In the event of ADM or invoice issuance, a handling fee of **100PLN/25USD/25EUR** will be added to each charge.
- LOT Polish Airlines will not send any additional documentation along with the ADM document. Abuses history are available for reproduction in reservation systems.
- Disputes will be resolved through the channel in which the ADM document was issued or via email.
- Currencies not listed below will be converted from EUR.
- LOT Polish Airlines reserves the right to use additional audit elements, as well as to change the below price list at any time.

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Parameter	PLN	USD	EUR	Occurrence
Baggage Allowance	1200PLN	300USD	300EUR	per Passenger
Ticket non-compliance with reservation	200PLN	50USD	50EUR	Per ticket
Incomplete usage/Out of sequence/Cross Ticketing	1000PLN	250USD	250EUR	per Passenger
Duplicate Bookings/Segments/Tickets	20PLN	5USD	5EUR	per segment and per Passenger
Refund of duplicate booking/ticket	100PLN	25USD	25EUR	per ticket
Churning	40PLN	10USD	10EUR	per segment and per Passenger
Un-ticketed/Voided/Refunded No Show Booking	40PLN	10USD	10EUR	per segment and per Passenger
Leaving active pnr after cancelling the ticket	40PLN	10USD	10EUR	per PNR
Breaking of Married Segment	2400PLN	600USD	600EUR	per PNR and per Passenger
Fictitious Name	40PLN	10USD	10EUR	per segment and per Passenger
Invalid ticket numbers	100PLN	25USD	25EUR	per segment and per Passenger
Inactive Segments	40PLN	10USD	10EUR	per segment and per Passenger
Passive Segments	80PLN	20USD	20EUR	per segment and per Passenger
Name change	100PLN	25USD	25EUR	per segment and per Passenger
Leaving STNG element in Group PNR	500PLN	125USD	125EUR	per PNR
Refund of duplicated booking	100PLN	25USD	25EUR	per PNR
Lack of date of birth	100PLN	25USD	25EUR	per segment and per Passenger and/or fare difference
Fictitious and/or speculative bookings	100PLN	25USD	25EUR	per segment/ per Passenger
Freezing seats	200PLN	50USD	50EUR	per Passenger
Hidden Groups	According to calculation			
Point of travel origin/point of sale	200PLN	50USD	50EUR	per Passenger
Renewal of flight segments	100PLN	25USD	25EUR	per PNR
Distribution Cost	According to calculation			

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## 6. DICTIONARY

1A	Amadeus
1B	Abacus
1E	Travelsky
1F	Infini
1G	Galileo (Travelport Inc.)
1J	Axess
1P	Worldspan (Travelport Inc.)
1S	Sabre
1V	Apollo (Travelport Inc.)
ACM	Agency Credit Memo
ADM	Agency Debit Memo – debit note understood as any IATA and non-IATA Agent debit document, regardless the system on which the Agent settles with the airline
AIL	Automated Issuance Limit
ASR	Advance Seat Reservation
ARC	Airlines Reporting Corporation
BSP	Billing and Settlement Plan
CAT	Fare Note Category
EMD	Electronic Miscellaneous Document
ETKT	Electronic Ticket
ETIX	Electronic Ticket
EUR	Euro
GDS	Global Distribution System
GSA	General Sales Agent

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IATA	International Air Transport Association
INVOL	Involuntary
O&D	Origin & Destination
PNR	Passenger Name Record
RBD	Reservation Booking Designator
SSR	Special Service Request
TTL	Ticket Time Limit
USD	US Dollar
WL	Waitlist

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## 7. IATA RESOLUTIONS SUPPORTING THIS BOOKING&TICKETING POLICY

### IATA Resolution 824, §3.1 and §3.2 Passenger Sales Agency Agreements

"[...]"

"§3.1 "the Agent is authorized to sell air Passenger transportation on the services of the Carrier and on the service of other air carriers as authorized by the Carrier. The sale of air Passenger transportation means all activities necessary to provide Passenger with a valid contract of carriage. The sale of air Passenger transportation means all activities necessary to provide a Passenger with a valid contract of carriage including but not limited to the issuance of a valid Traffic Document and the collection of monies therefor. The Agent is also authorized to sell such ancillary and other services as the Carrier may authorize;"

§3.2 "all services sold pursuant to this Agreement shall be sold on behalf of the Carrier and in compliance with Carrier's tariffs, conditions of carriage and the written instruction of the Carrier as provided to the Agent. The Agent shall not in any way vary or modify the terms and conditions set forth in any Traffic Document used for services provided by the Carrier, and the Agent shall complete these documents in the manner prescribed by the Carrier;"

"[...]"

### IATA Resolution 830a, §1 Consequences of Violation of Ticketing and Reservation Procedures

WHEREAS IATA Members are granting IATA Accredited Agents access to Standard Traffic Documents; and WHEREAS custody, completion, issue, reissue, validation and revalidation of such traffic documents are governed by Members' tariffs and the ticketing procedures furnished to Agents through ticketing systems, and as described in

the Travel Agent's Handbook, copies of which are furnished to Agents by the Agency Administrator and compliance with which is mandatory upon each Agent under the terms of the Passenger Sales Agency Agreement; it is RESOLVED that,

1. all Agents be reminded that practices such as those listed herein, in other applicable Resolutions, or in Carriers written instructions, but not limited thereto, violate the governing conditions referred to above. They harm Members' legitimate interests and can accordingly result in action being taken under the provisions of the Sales Agency Rules and Passenger Sales Agency Agreement. e.g. charging the Agent with the difference between the fare applied and the fare applicable to the service in accordance with Members' tariffs.

1.1 entering incomplete or incorrect reservation entries, such as reservation booking designators that do not correspond to the fare paid, or reservation requests on a ticket/miscellaneous charges order (MCO), thereby allowing travel at less than the applicable fare,

1.2 inaccurately completing or omitting to complete the 'not valid before' and/or 'not valid after' boxes on a ticket contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare,

1.3 issuing a ticket or MCO for more than one Passenger, except as authorized for certain MCOs,

1.4 changing or omitting the name of the Passenger,

1.5 changing the "Form of Payment" or failing to carry this forward to the new ticket or MCO,

1.6 changing the currency of payment or failing to carry this forward to the new ticket or MCO,

1.7 failing to carry forward all restrictions to the new ticket or MCO,

1.8 failing to obtain endorsement(s) from carriers when required,

1.9 failing to complete correctly the "Issued in Exchange For" entries and/or the "Original Issue" entries, and/or failing to carry these forward to the new ticket or MCO,

1.10 failing to ensure that when conjunction tickets or MCOs are issued, the conjunction ticket or MCO numbers are shown on all conjunction tickets or MCOs,

1.11 changing the point of origin,

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- 1.12 issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling)
- 1.13 failing to observe the applicable rules for Designation and Selection of Ticketing Airline (Resolution 852) and/or designating transportation on such parties' services where a valid interline agreement between the ticketing airline and the transporting party does not exist,
- 1.14 cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer,
- 1.15 deliberately making duplicate reservations for the same customer,
- 1.16 when reservations for a group are not confirmed, attempting to secure the required service by requesting this in smaller numbers in individual transactions,
- 1.17 making reservation transactions without the specific request of a customer and/or,
- 1.18 making an amendment to a booking that has previously been issued as an e-ticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary and/or,
- 1.19 voiding tickets without cancelling corresponding reservations and/or,
- 1.20 failing to split PNRs in cases where not all Passengers included in the PNR are ticketed and/or,
- 1.21 failing to observe the prescribed minimum connecting times.

## **IATA Resolution 850m, Issue and Processing of Agency Debit Memos (ADMs)**

WHEREAS the Passenger Agency Conference ("the Conference") wishes to promote a consistent and standard set of rules for BSP practices,

### **1. INTRODUCTION**

- 1.1 The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes the issuing BSP airline the amount shown on the ADM for the reasons indicated.
- 1.2 ADMs are a legitimate accounting tool for use by all BSP airlines to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Standard Traffic Documents issued by the Agent. Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or a local representation of Agents, or through the applicable local joint consultative forum.
- 1.3 ADMs are to be specific in their detail as to why a charge is being made.

### **2. AIRLINE POLICY**

- 2.1 Airlines are required to publish their ADM policies to Agents through BSP Link (ASD in China) in advance of Implementation.
- 2.2 Where possible the model shown in the Attachment to this Resolution should be applied.

### **3. BSP PROCESSING OF ADMS**

- 3.1 ADMs shall only be processed through the BSP if issued within nine months of the final travel date. ADMs referring to refunds made by the Agent shall be processed through the BSP if issued within nine months after such refund has been made by the Agent. Any debit action initiated beyond this period shall be handled directly between the BSP airline and the Agent.
- 3.2 ADMs/ACMs may be processed through the BSP, for a maximum period of 30 days following default action taken against an Agent in accordance with Resolution 818g, Attachment 'A', Section 1.10.

### **4. ISSUANCE PRINCIPLES**

- 4.1 Airlines should consider establishing policies for a minimum value for the issuance of a single ADM. Where such minimum is established it may be published to Agents.
- 4.2 In principle ADMs should not be raised for the collection of administrative fees.

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**4.3** If there is an administrative cost associated with the raising of an ADM it should be incorporated in the same ADM document raised for the adjustment. The inclusion of the administration fee must be communicated to the Agent.

**4.4** Airlines shall provide Agents with the phone or fax number and email address of a person or department that has knowledge of the concerned ADM.

**4.4.1** Whenever a Fare Calculation Mode Indicator (FCMI) has been provided by a ticketing system to the Airline, the Airline shall include the FCMI in any ADM raised to an Agent.

**4.5** An Agent shall have a maximum of 15 days in which to review and dispute an ADM prior to its submission to BSP for processing.

**4.6** all disputes are to be settled by the Airline within 60 days of receipt.

**4.7** If it is established that an ADM is not valid it must be cancelled.

**4.8** Where ADMs are withdrawn by BSP airlines, any administration fee that may have been levied will be withdrawn, or refunded to the Agent. In the event the ADM is refunded to the Agent, the Airline cannot charge an administrative fee associated to the refund.

**4.9** Following consultation and if both parties agree a disputed ADM may be referred to the Travel Agency Commissioner to be resolved.

**4.10** An ADM that has been included in the BSP billing will be processed for payment. Any subsequent dispute of such ADM, if it is upheld by the Airline, will be dealt with directly and where applicable may result in the issue of an Agency Credit Memo (ACM).

## **ISSUE AND PROCESSING OF AGENCY DEBIT MEMOS (ADM)s**

It is RESOLVED that the following principles will be **MODEL ADM INDUSTRY PROCEDURES**

### **1. DESCRIPTION**

**1.1** ADMs are a legitimate accounting tool for use by all BSP airlines and should only be used to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Traffic Documents issued by or at the request of the Agent.

**1.2** Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or through the applicable local joint consultative forum

**1.3** ADMs are to be specific in their detail as to why a charge is being made.

**1.4** Any ADM relates to a specific transaction only, and may not be used to group unrelated transactions together, however, more than one charge can be included on one ADM if the reason for the charge is the same, and a detailed supporting list is provided with the ADM.

**1.5** In the event an airline decides to apply a charge for under-collection or incorrect ticketing on a sale or for the adjustment of a refund issued incorrectly or incorrectly calculated, such charges must be clearly explained in the carriers published ADM policy or must be agreed with Agents bilaterally in writing.

**1.6** No more than one ADM should 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.

**1.7** All rejected or disputed ADMs must be handled by BSP airlines in a timely manner.

**1.8** Except where otherwise agreed in a market ADMs should not be used to collect third party costs not directly associated with the initial ticket issuance of a Passenger journey.

**1.9** When ADMs are raised for administration fees the level of such fees should be commensurate with the cost of the work incurred.

**1.10** When the Agent has used an automated pricing system to generate the total ticket price including fare, tax, fees and charges specific to the purchase, and subsequent issuance, of a ticket for a journey, and there has been absolutely no manipulation by the Agent, on such price the ticketing systems shall send a Fare Calculation Mode

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Indicator (FCMI) to the airline, in accordance with the provisions of IATA PSC Resolutions 722f and 722g, to identify automated pricing has been used. The airline shall ensure the FCMI indicator is passed to an Agent in the event an ADM is issued.  
“[...]”

## **IATA Resolution 852 Designation and Selection of Ticketing Airline**

### **1. METHOD OF DESIGNATING A TICKETING AIRLINE**

**1.1** For issue of electronic tickets designation of the ticketing airline shall be accomplished by specifying to the ticketing system, either prior to or at the time of requesting generation of the ticket(s), the identity of the airline selected.

“[...]”

### **2. ORDER OF PRIORITY IN SELECTION OF THE TICKETING AIRLINE**

The selection of the ticketing airline shall be governed by the following strict order of priority, which must be observed at all times:

**2.1** the ticketing airline shall be any BSP airline participating in the transportation, or a BSP airline acting as the General Sales Agent for any airline participating in any sector of the transportation in the country of ticket issuance, provided that the selection of Validating Carrier conforms to the requirements of the fare rules where applicable and subject to the existence of a valid interline agreement between the ticketing airline and each transporting airline,

**2.2** if none of the situations described in Subparagraph 2.1 apply, the ticketing airline may be any other BSP airline providing the Agent has received written authorization from that BSP airline to issue Standard Traffic Documents for such transportation.

**2.3** When an Electronic Miscellaneous Document (EMD) is issued, the ticketing airline shall be any BSP airline, or a BSP airline acting as the General Sales Agent for the Airline, delivering a service on the EMD. In the event that none of these situations apply, the provisions documented in paragraph 2.2 shall apply.

Note: Where a BSP airline has given written authority to use its ticketing authority under the alternative in Subparagraph

**2.2** of this Attachment, STDs may be used for all airline Passenger transportation and associated services.

“[...]”

## **IATA Resolution 838 Change of Traffic Documents by Agents**

’[...]”

**3.2** in all other cases, an Agent may reissue a traffic document, provided authorization to do so has been requested from and given by the issuing airline shown on the document presented for reissuance, or by the airline shown in the ‘Original Issue’ box. Such authorization is not required if a document is reissued, without changing

**3.3** the reissued document shall be issued only in the name of the carrier which issued the document presented for reissue, or the carrier shown in the ‘Original Issue’

“[...]”

## **IATA Resolution 890, Card Sales Rules**

“[...]”

### **1. CARD ACCEPTANCE**

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**1.4** No Card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's office, partner or employee, shall be used in connection with the sale of Members' or Airlines' Traffic Documents to any customer of the Agent.

"[...]"

### **IATA Resolution 049x, Fare Changes**

"Resolved that:

- 1.** Transportation shall be subject to the fares and charges in effect on the date on which full payment is made, for travel on the specific dates and journey shown on the ticket
- 2.** Provided no voluntary change is made to the originating flight, no increase in fare effected through a change in fare level, a change in conditions governing the fare, or cancellation of the fare itself, shall apply
- 3.** In the event of a voluntary change to the originating flight, the fares and charges for the Passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the change is made and is reflected on the ticket. In the event payment is made prior to confirmation of reservations for the originating flight, the fares and charges for the Passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the confirmation is made"

"[...]"

**IATA Resolution related to EMDs** applying to the LOT Polish Airlines are: 725f Electronic Miscellaneous Document – Airline / 725g Electronic Miscellaneous Document – Neutral / 725h Electronic Miscellaneous Document – Ground Handling

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## ATTACHMENT 1 – GDS REQUIREMENTS FOR PASSENGER DATA ENTRY FORMAT

GALILEO		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	SI.P1/SSRCTCEYYHK1/J.SMITH//YAHOO.COM	DE = the preferred contact language is German
	SI.P2/SSRCTCEYYHK1/JOHN..SMITH//GMAIL.COM/DE	
TELEPHONE	SI.P1/SSRCTCMLHKK1/12021234567	DE = the preferred contact language is German
	SI.P1/SSRCTCMLHKK1/496987654321/DE	
REFUSE	SI.P3/SSRCTCRYHK1/PASSENGER REFUSED TO PROVIDE INFORMATION	

WORLDSPAN		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	3SSRCTCEYYHK1/ J.SMITH//YAHOO.COM-1.1	DE = the preferred contact language is German
	3SSRCTCEYYHK1/ JOHN.SMITH//GMAIL.COM/DE-1.1	
TELEPHONE	3SSRCTCMLHKK1/12021234567-1.1	DE = the preferred contact language is German
	3SSRCTCMLHKK1/496987654321/DE-1.1	
REFUSE	3SSRCTCRYHK1/NO CONTACT INFORMATION-1.1	

APOLLO		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	P:LAXE/SMITH—JOHN//APOLLO.COM	P: / LAX Passenger city code E for EMAIL, EMAIL ADDRESS
TELEPHONE	P:LAXM/333444555123	P: / LAX city code of pax residence M for telephone 333444555 telephone number
REFUSE	P:LAX/SMITH—JOHN//Apollo.com	□3:OSI LO PASSENGER REFUSED TO PROVIDE CONTACT INFORMATION

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SABRE		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	3CTCE/JOHN.SMITH//AOL.COM-1.1 3CTCE/JOHN.SMITH//AOL.COM/EN-1.1 4CTCE2/JOHN.SMITH//AOL.COM-3.2 3CTCEA/JOHN.SMITH//AOL.COM-2.1	3CTCE/(Email address)-(segment number numer segmentu) 3CTCE/(address email)/(language code)-(name connected) 4CTCE(numer segmentu)/(adres email)-(name connected) 3CTCE(A for all)/(address email)-(name connected)
TELEPHONE	3CTCM/1223344444-1.1 3CTCM/1234455555/DE-1.2 4CTCM1/1223344444-1.1 4CTCMA/1223344444-1.1	3CTCM/(Phone Number)-(Name Assoc.) 3CTCM/(phone)/(Language Code)-(name connected) 4CTCM(Segment)/Phone-( name connected) 4CTCMA(A for all)/Phone-( name connected)
REFUSE	3CTCR/REFUSED TO PROVIDE CTC INFO-1.1 3CTCRA/REFUSED-1.1 3CTCR1/REFUSED TO GIVE CTC INFO-1.1	3CTCR/(Free Text)-1.1 3CTCA(all segments)/(Free Text)-1.1 3CTCR (segment)/(Free Text)-( name connected)

AMADEUS		
FORM OF CONTACT	ENTRY	REMARKS
MOBILE	APN-M+33661843178/P2 lub SRCTCM-48123456789/PL/P1	PL = Preferred language
TELEPHONE	APN-E+JOHN.SMITH@INTERNET.COM/PL/P1 lub SRCTCE-JAN//WP.PL/P1	Signs in email: "/" = @; "." = _; "." = -
REFUSE	OS LO-PASSNGER REFUSED TO PROVIDE CONTACT INFORMATION lub SRCTCR-REFUSED	

INFINI		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	3 OSI LO CTCE INFINI..PC//YAHOO.COM	Email→ use [ // ] instead [ @ ] , [ .. ] instead [ _ ] so command [ INFINI..PC//YAHOO.COM ] is a reflection [ INFINI_PC@YAHOO.COM ]
TELEPHONE	3 OSI LO CTCM 0901234567	
REFUSE	None	

**LOT Polish Airlines, 43, Komitetu Obrony Robotników St., 02-146 Warsaw, Poland**

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TRAVELSKY		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	N/A	N/A
TELEPHONE	CT:PEK/ 66017744-2660	CT:PEK/ 66017744-2660
REFUSE	N/A	N/A

AXESS		
FORM OF CONTACT	ENTRY	REMARKS
EMAIL	3SSRCTCELOHK1/AXESS.NETWORK//GMAIL.COM-1.1	Use // dla @ ie.: AXESS.NETWORK@GMAIL.COM
	3SSRCTCELOHK1/AXESS..NETWORK//GMAIL.COM-1.1	Use .. dla _ ie.: AXESS_NETWORK@GMAIL.COM
	3SSRCTCELOHK1/AXESS./NETWORK//GMAIL.COM-1.1	Use ./ dla - ie.: AXESS-NETWORK@GMAIL.COM
	3SSRCTCEYHK1/AXESS.NETWORK//GMAIL.COM-1.1	(indicating all carriers in the PNR)
	3SSRCTCELOHK1/AXESS.NETWORK//GMAIL.COM/JP-1.1	(indicates that the preferred contact language is JP)
TELEPHONE	3SSRCTCMLOHK1/123456789-1.1	(indicating all carriers in the PNR and indicates that the preferred contact language is JP )
	3SSRCTCMYYHK1/123456789/JP-1.1	
REFUSE	3SSRCTCRLOHK1/ <u>free text up to 50character</u> -1.1	
	3SSRCTCRLOHK1/NO CONTACT INFORMATION-1.1	
	3SSRCTCRYHK1/ <u>free text up to 50character</u> -1.1	

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