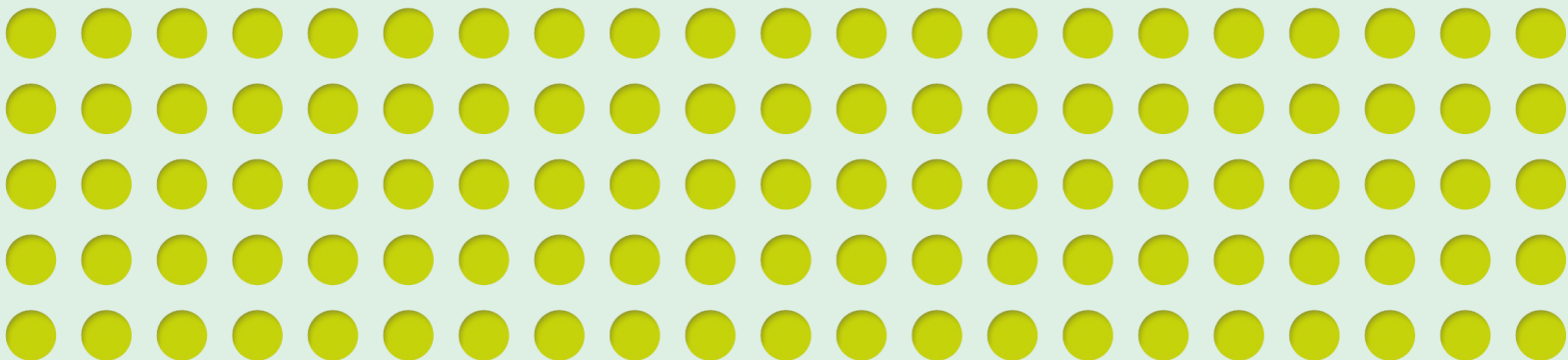




Complaint Management Policy of JSC Siberia Airlines

S7GRH3-AG39



12.02.2024

Edition 2



Restricted information

This revision includes all amendments made before 12.02.2024 Edition 2 and supersedes all former revisions of the document.

This document is an internal document of JSC Siberia Airlines.

This document determines the conditions of conducting the JSC Siberia Airlines' policy on Agency Debit Memo.

This document is developed by JSC S7 Group. JSC S7 Group shall be entitled to amend and construe this document.

No work group was created.

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Brief Description of Changes

Changed Section	Brief Description of Changes Made
Clause 2.12	The description of the procedure for cancellation of lawfully filed ADM in exceptional cases was restated.
Clause 3	The administrative fees level was changed.
Clause 3	The list of types of agents and violations that are subject to administrative fees was updated.
Appendix 1	The penalty level was changed.
	The 'Regulatory References' section was added.
	Changes were made to the following terms: Carrier, ARS, ISTSC IS, TCH. Definitions of the following terms were specified: TCH Agents, BSP Agents, ARC Agents.
	The 'Administrative (Service) Fee/Penalty' term was added.



Regulatory References

- a) IATA Resolutions 800, 812, 818g, Passenger Sales Rules
- b) IATA Resolution 830a, Consequences of Violation of Ticketing and Reservation Procedures
- c) IATA Resolution 830d, Reservations Procedures for Accredited Agents
- d) IATA Resolution 850m, Issue and Processing of Agency Debit Memos (ADMs)
- e) Regulation on TCH ADM Management



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Terms

Term	Acronym/Acronym in Other Language	Definition
Automated Reporting System	ARS	A system developed by the Carrier to be made available for use by the Agent without charge, for the purpose of compliance with the Carrier's requirements on filing reports of sold transportation services, on the basis of data on the Agent's sales from CRS (RET/HOT files).
The Agent		An individual or legal entity entitled to act for and on behalf of the Carrier to attract passengers, to issue the relevant documents and sell passenger carriage services over the lines operated by the Carrier, subject to the terms and conditions of an agency agreement made therewith.
TCH/TCH-CA Agents		Agents accredited by TCH or TCH-Central Asia (TCH-CA) and selling carriages/services on standard traffic documents of ATSS.
BSP Agents		Agents accredited by IATA and selling carriages/services on standard traffic documents of BSP.
ARC Agents		Agents accredited by ARC and selling carriages/services on standard traffic documents of ARC.
Administrative (Service) Fee/Penalty	ADM/ACM Fee	A fee/penalty to cover the Carrier's administrative expenses for filing ADM/ACM.
Direct Agents		Agents selling carriages/services subject to the terms and conditions of a direct (bilateral) Agency Agreement made by them with JSC Siberia Airlines.
Agent's Fee		A sum paid to the Agent as full payment for the services provided thereby to the Carrier.
ISTSC IS		The information system of technological support of a cash officer. Its primary purpose is to promptly provide reference information to cash officers/operators of the accredited agencies, which is needed to enable the process of sale of air carriages and extra services.
Computer Reservations System	CRS	An information system providing, in real-time mode, information about fares, flights schedule, and seats available, with the opportunity of further reservation and issue of tickets.
TCH Personal Account	TCH PA	TCH hardware and software suite providing, within the shared TCH information space, the opportunity for the ATSS participants and partners to access the ATSS standard process database, statistical and dynamic TCH systems servicing production processes of the ATSS participants and partners.
Passenger Segment		Air carriage of one passenger at one segment.
Carrier		JSC Siberia Airlines which issues a traffic document, performs or undertakes to perform carriage by air, as well as renders or undertakes to render services related to such carriage in accordance with the traffic document issued by the airline or other entity authorised by JSC Siberia Airlines.
Traffic Document	TD	An ET or EMD on which a carriage or service is issued, an itinerary/receipt of electronic passenger ticket (ET), a receipt of electronic miscellaneous charges order (EMD) evidencing the effected payment of the carriage or service.

Policy on Agency Debit Memo	ADM Policy	A document regulating the work with the agent network, which includes a list of possible violations (non-compliance with the fare application conditions, rules of reservation, etc.) with the corresponding penalties, as well as the procedure for management thereof.
Segment		One direct flight between two cities (airports).
Air Transport Settlement System	ATSS	The total of the governance bodies and participants cooperating with each other on the principles, technologies, and rules adopted within this Plan.
Own CRS		A technical solution developed by the Carrier's order and allowing to select, reserve, and issue Aviation and Additional Products of the Carrier.
Subagent		A legal entity or an individual that has signed an agreement on the issue and sale of the Carrier's transportation services with the Agent. Such entity or individual shall act in accordance with the rules and orders of the Carrier. The Agent shall remain responsible to the Carrier for the actions of such entity or individual.
TCH	TCH	An executive governance body of the Air Transport Settlement System (ATSS). TCH ensures the execution of tasks set by the Conferences of the participants of the Billing Settlement Plan and by the Airlines Billing Settlement Supervisory Board (ABSSB) being the ATSS legislative governance bodies.
Agency Credit Memo	ACM	A claim accepted by the Carrier and filed in favour of the Agent.
Agency Debit Memo	ADM	A claim filed by the Carrier to the Agent.
Airlines Reporting Corporation	ARC	An administrator of the system of issue of standard tickets and regional payments in the USA, performing the functions for ARC traffic documents distribution, control of their circulation, and provision of services for processing and making mutual settlements between airlines and agents in connection with the issue of such traffic documents.
ARC Memo Manager		An Internet system for filing, discussion, and settlement of ADM and ACM filed by the Carrier to the ARC agents.
Billing and Settlement Plan	BSP	A method used to provide and issue standard traffic documents and other reporting forms, and to make settlements under these documents between the airlines being participants of the BSP system, for one part, and accredited agencies, for the other part, which is described in the Passenger Sales Agency Rules (IATA Resolutions 800, 812, 818g) and IATA Resolution 850, Billing and Settlement Plan, as well as addenda thereto.
BSPlink		A system using an Internet platform, created by the order of IATA and functioning to ensure access of Agencies and Airlines to the information related to their participation in the BSP system, as well as to enable mutual exchange of information between individual Airlines and Agencies.
International Air Transport Association (IATA)		International Air Transport Association
NON-ARC Agents		Agents not accredited in ARC.
NON-IATA Agents		Agents not accredited by IATA.
PNR		A record made in the CRS database in accordance with the existing standards and containing information about a service, itinerary, passenger, group of passengers (or service users).



1. General Provisions

1.1. ADM policy shall apply to:

- a) Direct Agents;
- b) BSP Agents;
- c) ARC Agents;
- d) TCH/TCH-CA Agents.

1.2. An Agent shall be responsible to the Carrier for the actions of its Subagents as for its own actions, including non-IATA and non-ARC agents.

1.3. This ADM Policy shall be published on <https://vm.s7.ru> in the 'Technologies' section, as well as:

- a) For BSP Agents: in BSPlink, in accordance with the conditions of IATA Resolution 850m;
- b) For TCH/TCH-CA Agents: in TCH PA.

1.4. The Carrier reserves the right to change any of these conditions or requirements. All such changes shall take effect on the date of publishing the new ADM Policy of the Carrier at the resources established in Clause 1.3.

1.5. This ADM policy has been developed in accordance with:

- a) Rules, technologies, policies, and instructions of the Carrier;
- b) IATA Resolutions, including but not limited to IATA Resolutions: 850m Issue and Processing of Agency Debit Memos (ADMs), 830a Consequences of Violation of Ticketing and Reservation Procedures, and 830d Reservations Procedures for Accredited Agents;
- c) 'Regulation on ADM Management', and other regulatory documents of BSP.

1.6. ADM shall be filed to an Agent for violation of fare application rules and other rules, technologies, policies, and instructions of the Carrier that are published in the reservation systems, on <https://vm.s7.ru> or sent to the Agent by the Carrier (upon request) by e-mail, as well as published at the following resources:

- a) For BSP Agents: in BSPlink;
- b) For TCH/TCH-CA Agents: in TCH PA, ISTSC Information System, and other information resources of TCH.

1.7. ADM/ACM shall be formed in the Agent's reporting currency. In case the currency of penalties or administrative fees does not match the Agent's reporting currency, calculation of the equivalent amount shall be made at the bank selling exchange rate published in the CRS in which the Carrier's seat resource is placed, as of the date of ADM/ACM filing.

- a) For BSP Agents in the countries where the sale currency is EUR, ADM/ACM shall be generated in EUR. For all other countries, rates in USD shall be used.
- b) For TCH Agents, ADM/ACM shall be generated in RUB; for TCH-CA Agents—in KZT.

2. General Provisions of the Carrier's ADM Policy

2.1. The list of violations and the Carrier's penalties is given in [Appendix 1](#)

2.2. If the Agent's violation is caused by a failure of CRS other than its own ones, ADM filed by the Carrier shall be paid by the Agent in full.

2.3. In case TCH/TCH-CA/BSP/ARC accreditation of the Agent's sales office(s) is revoked, ADM for the violations committed by these sales offices will be filed to the head sales office of the Agent.

2.4. In case of numerous violations (more than 3 in a calendar month), the Carrier reserves the right to cut off the Agent's access to the Carrier's seat resource in CRS.

2.5. The Carrier and the Agent shall cooperate for the purpose of ADM management in the following systems:

- a) For BSP Agents: in BSPLink;
- b) For ARC Agents: in ARC Memo Manager;
- c) For TCH/TCH-CA Agents: in TCH PA;
- d) For Direct Agents: in ARS.

2.6. The Carrier shall file ADM within the following time limits:

- a) For BSP Agents: within the time limits set by IATA Resolution 850m;
- b) For TCH/TCH-CA Agents: within the time limits set by the ATSS Regulation on ADM Management;
- c) For Direct Agents and ARC Agents: The Carrier shall have the right to file ADM to the Agent within 12 months from the date of departure at the first flight segment, excluding the carriages with the participation of other Airlines (in this case, within one year from the date of the invoice presented by other Airlines). Regarding the traffic documents which were refunded, the Carrier shall have the right to file ADM to the Agent within one year from the date of the refund.

2.7. The Agent may dispute ADM within the following time limits:

- a) For BSP Agents: once and only using ADM Dispute option in BSPLink, within the time limits set by IATA Resolution 850m;
- b) In case the Agent initiates a Post-Billing Dispute regarding ADM which has not been disputed under a standard disputing procedure in BSPLink, the Carrier reserves the right to recover, from the Agent, a fee for filing ADM (ADM fee) at double rate or to cancel the Agent's authorization, at the Carrier's discretion.
- c) For ARC Agents: once and only using ADM Dispute option in ARC Memo Manager within 15 calendar days from the date of filing ADM in ARC Memo Manager;
- d) For TCH/TCH-CA Agents: once and only using the Dispute option in TCH Connect, within the time limits set by ATSS Regulation on ADM Management;
- e) For Direct Agents: twice and only through a request for Reduction/Cancellation in ARS. For the first time, within 30 calendar days from the date of placing ADM in ARS. In case of refusal to cancel ADM, the Agent may repeat the request for Reduction/Cancellation in ARS within 12 calendar days after the day of the first refusal.

2.8. When engaging in a dispute on a filed ADM, the Agent shall provide all the necessary information and supporting documentation in the system in which ADM management with the Carrier is conducted. In case of failure to meet these conditions, the Agent's dispute shall be denied by the Carrier and ADM shall be paid by the Agent. The Carrier reserves the right to demand the originals of attached supporting documents from the Agent.

2.9. In case ADM was not disputed by the Agent within the set time limits, it shall be included into the report for the Carrier and shall be paid by the Agent for the corresponding reporting period.

2.10. The Carrier reviews ADMs appealed by the Agent on the following terms:

- a) For BSP Agents: within the time limits set by IATA Resolution 850m;



- b) For TCH/TCH-CA Agents: within the time limits set by the TCH Instruction 'Regulation on ADM Management';
- c) For Direct Agents and ARC Agents: within 30 calendar days from the date of getting into a dispute on the filed ADM.

2.11. If, during consideration of the dispute, invalidity of ADM is revealed, the Carrier will authorize the Agent's dispute or file ACM, if the initially filed ADM was included into the report and paid in accordance with the established procedure. Such ACM will be included into the report and paid in the nearest reporting period.

2.12. If, at the Agent's request, the Carrier has decided to cancel, on an exceptional basis, a lawfully filed ADM, after its inclusion in the report, the Carrier shall file an ACM, net of the ADM/ACM fee.



3. Administrative (Service) Fees

3.1. The Carrier shall apply the following administrative (service) fees:

- a) Fee for filing ADM (ADM fee): RUB 1,000 (equivalent of EUR 10.00/USD 10.00) for each filed ADM (irrespective of the number of tickets). It shall be applied in the cases provided for in [Appendix 1](#);
- b) Fee for filing ACM (ACM fee): RUB 1,000 (equivalent of EUR 10.00/USD 10.00) for each filed ACM (irrespective of the number of tickets). It shall be applied when ACM is issued upon the Agent's request, to the amount of compensation for the damage caused to the Agent in consequence of the violations committed by the Agent (as revealed by the Agent).

The ADM/ACM administrative fee shall apply to all types of violations and all Agents.

3.2. If ADM was filed lawfully but was cancelled by the Carrier on an exceptional basis, then the administrative (service) tax shall not be returned.

3.3. ACM fee shall not be applied to compensate paid ADM:

- a) if the Carrier has erroneously filed ADM;
- b) if, after including ADM into the report, the Agent provided the documents evidencing absence of any violation by the Agent.

3.4. The ADM/ACM fee shall be indicated with the YY code in the corresponding ADM/ACM, in the 'Taxes' field, and be detailed in the text of ADM/ACM.

Appendix 1. List of Violations and the Carrier’s Penalties

Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
1.	The Agent’s failure to comply with the procedure and time limits for payments and reporting.						
1.1.	Failure to comply with the time limits set for remittance of proceeds.	% of the amount of the debt for each calendar day of the delay	0.2%	0.2%	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	0.2%	0.2%
1.2.	Late submission of reporting package.	Penalty (Level 3) for each detected event of violation	3,000	30/30	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	30	30/30
1.3.	Absence/late provision of supporting vouchers evidencing involuntary refund/exchange of TDs and the right to use special conditions.	Damage to the property and/or Penalty (Level 1) for each detected event of violation	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
1.4.	Failure to transfer money upon payment by plastic cards.	Damage to the property	Damage to the property	Damage to the property	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	Damage to the property	Damage to the property
1.5.	Refund to a plastic card of the owner (chargeback).	Damage to the property	Damage to the property	Damage to the property	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	Damage to the property	Damage to the property
1.6.	Failure to include traffic documents into the report for the corresponding period.	Damage to the property and/or Penalty (Level 1) for each detected event of violation	Damage to the property and/or 1,000	Damage to the property and/or 10/10	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	Damage to the property and/or 10	Damage to the property and/or 10/10



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
2.	The Agent's failure to comply with the Carrier's requirements on reservation and issue of traffic documents.						
2.1.	Violations causing damage to the Carrier's property.						
2.1.1.	Non-compliance with fares application rules.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.2.	Mismatch between the reservation classes / fare type in PNR and/or traffic documents and the fare at which the Carriage was paid.	Damage to the property and/or Penalty (Level 1) for each TD	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
2.1.3.	Refund of traffic documents without cancelling the seat in CRS before the departure of the Carrier's flight.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.4.	Issuing the Carrier's traffic documents without a valid Interline agreement or with violation of the conditions thereof.	Damage to the property and/or Penalty (Level 1) for each TD	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
2.1.5.	Incorrect amounts indicated during refund/exchange.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.6.	Applying an incorrect currency or exchange rate during operations with TD.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.7.	Taxes/fees arrears.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.8.	Penalty arrears / uncollected.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.9.	Fare arrears, including wrongful application of a discount.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
2.1.10.	Use of a payment form/product unauthorised by the Carrier or use of an incorrect payment form/product.	Damage to the property and/or Penalty (Level 3) for each detected event of violation	Damage to the property and/or 3,000	Damage to the property and/or 30/30	Damage to the property and/or RUB 3,000	Damage to the property and/or 30	Damage to the property and/or 30/30
2.1.11.	Issue of traffic documents with non-observance of minimum connection time.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.12.	Rebooking of flight segments in PNR with incorrect entry of information in TD.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.13.	Data absence/non-compliance with CRS format and/or entry of fictitious data of passenger identification, contact details, data of citizenship, visa, etc. in PNR.	Damage to the property and/or Penalty (Level 1) for each passenger in PNR	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
2.1.14.	Forfeit upon full/partial voiding of a group request.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.15.	Losses of the Carrier caused by incorrect payment for and issue of traffic documents due to any failures in operation of CRS other than the Agent's own CRS.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
2.1.16.	Incorrect calculation of Agent's Fee.	Damage to the property	Damage to the property	Damage to the property	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	Damage to the property	Damage to the property



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
2.1.17	Receipt of confirmed seats in the booking class closed by the Carrier on the flight when requesting this specific segment, by splitting married segments or using any other method.	Damage to the property and Penalty (Level 3) for each passenger segment	Damage to the property and 3,000	Damage to the property and 30/30	Damage to the property and RUB 3,000	Damage to the property and 30	Damage to the property and 30/30
2.2.	Violations during work in CRS.						
2.2.1.	Use of manual/semi-automatic fare calculation in issue of transportation services where automatic fare calculation is provided.	Damage to the property and/or Penalty (Level 1) for each TD	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
2.2.2.	Retention of seats without creating PNR.	Damage to the property and/or Penalty (Level 3) for each taken seat	Damage to the property and/or 3,000	Damage to the property and/or 30/30	Damage to the property and/or RUB 3,000	Damage to the property and/or 30	Damage to the property and/or 30/30
2.2.3.	Entering fake last names of passengers/independent change of last names in PNR (more than once up to 3 characters).	Penalty (Level 3) for each detected event of violation	3,000	30/30	RUB 3,000	30	30/30
2.2.4.	Issue of traffic documents without creating PNR / issue of traffic documents without a really confirmed seat in PNR.	Damage to the property and/or Penalty (Level 3) for each TD	Damage to the property and/or 3,000	Damage to the property and/or 30/30	Damage to the property and/or RUB 3,000	Damage to the property and/or 30	Damage to the property and/or 30/30
2.2.5.	Creating duplicates of PNR (more than 1 PNR with the same itinerary and difference between departures of 24 hours or less) or creating PNR more than 3 times after cancellation of identical ones (for one passenger, one flight, one date), in order to extend the term of issue.	Penalty (Level 1) for each passenger in PNR	1,000	10/10	RUB 1,000	10	10/10



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
2.2.6.	Automatic time limit set by the Agent in PNR with violation of the fare application rules, failure to cancel seats before the flight departure, actions of the Agent which give rise to deactivation of automated control of time limit.	Penalty (Level 2) for each passenger in PNR	2,000	20/20	RUB 2,000	20	20/20
2.2.7.	Non-compliance of the traffic document status in CRS with the operation made by the Agent.	Damage to the property and/or Penalty (Level 1) for each TD	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
2.2.8.	Absence of traffic document numbers in PNR / entry of fictitious traffic document numbers in PNR.	Penalty (Level 3) for each passenger in PNR/for each TD	3,000	30/30	RUB 3,000	30	30/30
2.2.9.	Creating fake or test PNRs and issuing TDs in a real database.	Penalty (Level 3) for each passenger in PNR	3,000	30/30	RUB 3,000	30	30/30
2.2.10.	Failure to process queues/cancellation of inactive segments with HX/NO/UC/UN and other statuses less than 24 hours before the flight departure.	Penalty (Level 2) for each passenger segment in PNR	2,000	20/20	RUB 2,000	20	20/20
2.2.11.	Use of passive segments for purposes other than issue/reissue traffic documents.	Penalty (Level 3) for each passenger segment in PNR	3,000	30/30	RUB 3,000	30	30/30
2.2.12.	Cancellation and repeated restoration of segments in one PNR more than twice.	Penalty (Level 1) for each passenger segment in PNR	1,000	10/10	RUB 1,000	10	10/10



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
2.2.13.	Mismatch between the number of issued traffic documents and the number of passengers entered in PNR.	Penalty (Level 3) for each passenger in PNR	3,000	30/30	RUB 3,000	30	30/30
2.2.14.	Non-compliance of entry format for special services in PNR with the Carrier's rules.	Penalty (Level 2) for each detected event of violation	2,000	20/20	RUB 2,000	20	20/20
2.2.15.	Transfer of PNR out of a country of its initial creation for issue of traffic documents.	Damage to the property and/or Penalty (Level 2) for each PNR	Damage to the property and/or 2,000	Damage to the property and/or 20/20	Damage to the property and/or RUB 2,000	Damage to the property and/or 20	Damage to the property and/or 20/20
2.2.16.	Creation of PNR less than 24 hours before the flight departure in CRS other than the Agent's own CRS, without issuing traffic documents.	Penalty (Level 2) for each passenger in PNR	2,000	20/20	RUB 2,000	20	20/20
2.2.17.	Cancellation of flight segments which are on the waiting list, less than 24 hours before the flight departure.	Penalty (Level 2) for each passenger segment in PNR	2,000	20/20	RUB 2,000	20	20/20
2.3.	Other violations which caused damage to the Carrier's property to the extent not pertaining to Clauses 2.1 and 2.2.	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property	Damage to the property
3.	Violation of requirements on issue of itinerary receipts for traffic documents.	Penalty (Level 3) for each detected event of violation	3,000	30/30	RUB 3,000	30	30/30
4.	Violation of requirements to generation of cash receipts (according to Federal Law № 54-ФЗ). (For Agents in the territory of the Russian Federation).	Penalty (Level 3) for each detected event of violation	3,000	Shall not be applied	RUB 3,000	Shall not be applied	30/30



Item No.	Violation	Penalties	Direct AA, Residents, RUB	Direct AA, Non-Residents, EUR/USD	TCH (RUB)/TCH-CA (KZT)	ARC, USD	BSP, EUR/USD
5.	Violations in issuance of traffic documents that entailed the need of manual adjustment of the Agent's report in the Carrier's accounting systems.	Damage to the property and/or Penalty (Level 1) for each TD	Damage to the property and/or 1,000	Damage to the property and/or 10/10	Damage to the property and/or RUB 1,000	Damage to the property and/or 10	Damage to the property and/or 10/10
6.	Violation of rules, instructions, technologies, and policies of the Carrier.	Penalty (Level 1) for each detected event of violation	1,000	10/10	RUB 1,000	10	10/10
7.	Issue of traffic documents on the basis of reservations created in CRS by the Agent's office which has broken financial obligations to the Carrier, THC, BSP, ARC.	Damage to the property and/or Penalty (Level 3) for each detected event of violation	Damage to the property and/or 3,000	Damage to the property and/or 30/30	In accordance with the terms of the Agreement between the Carrier and TCH/TCH-CA	Damage to the property and/or 30	Damage to the property and/or 30/30
8.	Violation of the Carrier's requirements for processing passengers' personal data	Damage to the property and/or Penalty (Level 3) for each detected event of violation	Damage to the property and/or 3,000	Damage to the property and/or 30/30	Damage to the property and/or RUB 3,000	Damage to the property and/or 30	Damage to the property and/or 30/30