

*Jet*SMART



# ADM POLICY TRAVEL AGENCIES

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**VAMOS VOLANDO**

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## Introduction

This document establishes the policies, guidelines, and procedures applicable to travel agencies —IATA, ARC, and non-IATA/non-ARC— in connection with the booking, ticketing, reissuance, refund, and sales management processes for JetSMART air tickets.

Para efectos de este documento, “JetSMART” hace referencia a JetSMART Chile, JetSMART Argentina, JetSMART Colombia y JetSMART Perú, de manera indistinta.

These policies are based on the applicable IATA Resolutions, particularly Resolutions 824, 830a, 850m, 890, and 049x, as well as the practices and standards adopted in air industry forums. In accordance with section 3.2 of IATA Resolution 824, travel agencies must strictly adhere to the commercial and operational policies defined by the airline.

This document is published through JetSMART’s official channels and its content is mandatory. All travel agencies that interact with JetSMART’s systems, inventory, and distribution channels are expected to adhere to and comply with it, in order to safeguard proper operational functioning and the benefit of end customers.

Issuing and/or consolidating agencies shall be responsible to JetSMART for compliance with these policies, even when tickets have been issued on bookings made by third parties. In the event of non-compliance, agencies will be subject to the penalties, administrative charges, ADMs, ACMs, and other measures established in this document.

JetSMART reserves the right to permanently audit transactions carried out by travel agencies, with the objective of detecting practices that contravene these policies. Identified breaches may result in the issuance of Agent Debit Memos (ADM), direct invoicing, and/or the application of additional sanctions, as applicable.

These policies do not constitute an exhaustive list of breaches. Any practice that, directly or indirectly, restricts, prevents, or distorts the proper availability of seats, ancillary services, or the appropriate use of JetSMART's booking systems shall be considered a violation and may be sanctioned in accordance with the provisions herein.

Repeated non-compliance and/or failure to timely pay ADMs, administrative charges, or invoices may result in the modification, restriction, or loss of access to JetSMART's inventory, including the ability to view, book, and issue tickets through the authorized channels.

## ADM Issuance Policy

JetSMART Airlines issues Agent Debit Memos (ADM) in accordance with the provisions set forth in IATA Resolutions 850m and 890, which govern the use, issuance, and administration of debit charges directed to travel agencies.

The issuance of an ADM shall apply upon any irregularity, breach, or error detected in the booking, ticketing, reissuance, refund, fare calculation, tax, penalty, sales settlement, commission declaration, payment method usage, and compliance with JetSMART's commercial and operational policies.

JetSMART reserves the right to permanently audit transactions carried out by travel agencies, with the objective of detecting practices that contravene these policies. Such audits may result in the issuance of ADMs, direct invoicing, and/or the application of additional sanctions, as applicable.

Issuing or consolidating travel agencies shall be responsible to JetSMART for compliance with these policies, even when tickets have been issued on bookings made by third parties. Non-compliance with these provisions may result in the application of the penalties established in this document.

The minimum amount of an ADM issued by JetSMART shall be USD 5 (five US dollars) or its equivalent in local currency, without prejudice to any applicable administrative charges, fare differences, penalties, or additional fees determined by the nature of the irregularity detected. JetSMART may modify this minimum amount in cases of recurrence or repeated irregularities.

The exchange rate applicable to ADMs shall be the rate in effect on the date of ADM issuance, in accordance with the applicable settlement systems.

These policies do not constitute an exhaustive list of breaches. Any practice that, directly or indirectly, restricts, prevents, or distorts the proper availability of seats, ancillary services, or the appropriate use of booking systems shall be considered a violation and may result in the issuance of an ADM and the sanctions described herein.

Failure to timely pay ADMs, accumulation of violations, or repeated non-compliance may result in the modification, restriction, or loss of access to JetSMART's inventory, including the ability to view, book, and issue tickets through the authorized channels.

## **Administrative Charge**

Every Agent Debit Memo (ADM) issued by JetSMART as a result of irregularities, breaches, or errors attributable to the travel agency shall carry an administrative charge, intended to cover the costs associated with the audit, control, analysis, and administrative collection processes.

The administrative charge shall be USD 15 (fifteen US dollars) or its equivalent in local currency, per PNR identified with the code TX, plus applicable taxes in accordance with the regulations in force in the country where the ADM is issued.

This charge shall be applied automatically together with the corresponding ADM, regardless of the type of irregularity detected, and shall be in addition to any other applicable amount, such as fare differences, penalties, or additional fees established in this document.

The administrative charge is non-refundable, even if the ADM is disputed and subsequently reversed, except in cases where it is conclusively proven that the ADM was issued due to an error attributable exclusively to JetSMART.

Likewise, any omission, inconsistency, or informational error in the booking or ticket that results in the issuance of an ADM shall give rise to the application of the corresponding administrative charge.

Travel agencies are strongly advised to thoroughly review their booking, ticketing, and after-sales processes in order to avoid incurring administrative charges and other associated costs.

## Disputes

Disputes and appeals of Agent Debit Memos (ADM) must be submitted exclusively through the channels authorized by JetSMART, in accordance with the applicable IATA Resolutions. Currently, the authorized channels are BSP Link, in markets where this functionality is available, and ARC, as applicable.

### 1. Types of Dispute

The dispute process is divided based on the billing status of the ADM:

#### a) Pre-Billing Dispute

Cuando el ADM aún no ha sido facturado, la agencia podrá localizarlo mediante su número de ADM y seleccionar la opción “Disputar” a través del canal correspondiente.

#### b) Post-Billing Dispute (PBD)

When the ADM has already been billed, the dispute must be managed using the Post Billing Dispute (PBD) option, in accordance with the procedures established by IATA.

### 2. Dispute and Response Timeframes

The timeframes applicable to the dispute process are those established in the IATA Resolutions and are summarized below:

Travel agency:

Pre-billing dispute: up to 14 days from the ADM issuance date.

Post-billing dispute: up to 12 months from the ADM issuance date.

JetSMART:

Response to pre-billing dispute: up to 60 days from receipt of the dispute.

Response to post-billing dispute: up to 30 days from receipt of the dispute.

### 3. Supporting Documentation

Every dispute must include complete, clear, and verifiable documentation necessary for the proper evaluation of the case. Documentation must consist of original files, images, or official documents.

Documents in editable formats (such as Word or others) that allow the modification of the information submitted shall not be considered valid.

### 4. Resolution and Consequences

JetSMART will analyze each dispute within the established timeframes and communicate its resolution through the corresponding channel. Full or partial acceptance of a dispute shall result in the reversal or adjustment of the ADM, as applicable.

El no pago oportuno de ADMs, incluso aquellos que se encuentren en proceso de disputa, podrá dar lugar a la modificación, restricción o retiro de la autorización de emisión, así como a la limitación del acceso al inventario de JetSMART, de acuerdo con lo establecido en el presente documento.

## ADM Penalty Definitions

This section aims to define the main irregularities and breaches that may give rise to the issuance of an Agent Debit Memo (ADM), in accordance with JetSMART's commercial and operational policies and the applicable IATA Resolutions.

Las definiciones que se indican a continuación tienen un carácter descriptivo y explicativo. Los montos, cargos administrativos y/o fees aplicables a cada incumplimiento se detallan de manera específica en la sección “Penalizaciones ADM para agencias” del presente documento.

#### 1. Incorrect Fare

An incorrect fare shall be defined as the erroneous application of a published or negotiated fare, including, among others, errors in fare construction, booking class, fare basis, applicable rules, or ticketing conditions that do not correspond to the fare in effect or authorized at the time of ticket issuance.

#### 2. Taxes, Penalties, and Surcharges

This refers to the incorrect application of codes, amounts, or concepts associated with airport taxes, penalties, or surcharges, where such incorrect application prevents JetSMART from collecting all or part of the corresponding amount.

#### 3. Penalties for Incorrect Changes or Refunds

This includes errors related to:

- Incorrect calculation of change penalties.
- Erroneous application of fares, taxes, or charges in reissuance processes.
- Refunds processed through incorrect channels (GDS, BSP, or ARC), or for incorrect amounts.

#### 4. Commissions

JetSMART does not pay commissions to travel agencies. Declaring, recording, or charging commissions different from or exceeding those established for the relevant market, or when such commissions are not authorized, shall be considered a breach.

#### 5. Tour Code

This refers to the incorrect use of the Tour Code field, whether through the use of unauthorized codes, erroneous codes, or codes that do not

correspond to the agreement, negotiated fare, or authorization granted by JetSMART.

The Tour Code is an identifier used exclusively for published or negotiated fares that require it.

#### 6. Incorrect Refund

Refund processed through an incorrect channel or for an incorrect amount.

#### 7. Use of Agency Credit Cards

The use of credit cards belonging to travel agencies, their affiliates, employees, executives, or related third parties, in lieu of the payment method selected by the passenger, shall be considered irregular, unless there is express prior authorization from JetSMART, in accordance with IATA Resolution 890.

#### 8. Churning

Churning shall be defined as the excessive and unnecessary creation and/or cancellation of bookings for the same passenger and segment, on the same travel date, within one or more PNRs or GDSs, when such practice exceeds the limits permitted by JetSMART and affects inventory availability.

Currently, churning is considered to occur when there are more than 4 inventory requests.

#### 9. Chargebacks

A chargeback shall be defined as any charge corresponding to a JetSMART ticket or service that is disputed, contested, or reversed by the passenger with the payment method issuer (bank or card issuer), regardless of the reason alleged.

Chargebacks include, among others, those arising from actual or alleged fraud, commercial disputes, errors in the sales process, lack of passenger authorization, or any breach of JetSMART's ticketing policies and procedures.

#### 10. Coupon Status Change

A Coupon Status Change shall be defined as any unauthorized or incorrect modification of the status of one or more coupons of a JetSMART ticket, which does not reflect the actual use of the air service or which contravenes the ticketing, cancellation, and control procedures and policies defined by the airline.

#### 11. Improper Use of Waivers

This refers to the application of waivers without authorization, outside the reasons communicated by JetSMART, or entered incorrectly in the corresponding field. JetSMART is the sole entity authorized to grant waivers, whether on a general or specific basis.

#### 12. Inactive Segments

Inactive segments shall be defined as those that remain in the system without cancellation up to 2 days prior to the flight departure. The following practices fall within this category:

- Segments in HK status (or equivalent) even when there is an associated ticket with Void, Exchange, or Refund status.
- Expiration of the ticketing time limit.
- Abuse of married segments.
- Speculative bookings.
- Bookings not timely cancelled in the GDS.
- Passive segments (YK status or equivalent), regardless of whether they are not taking airline inventory.
- Ghost segments (GK status or equivalent), regardless of whether they are not taking airline inventory.

#### 13. Fictitious Connections

A fictitious connection shall be defined as the creation or forcing of segments within the same PNR that are not recognized by JetSMART as a valid connection, generating operational errors and affecting the passenger experience.

#### 14. Duplicate Segments

Duplicate segments shall be defined as cases in which the same passenger appears in multiple simultaneous bookings, generated by the same travel agency (same PCC/Office ID), that remain active in the booking system and in which it is evident that it is not possible to complete all flights without incurring a No Show on at least one of them.

JetSMART does not permit the existence of duplicate PNRs. Accordingly, the creation of bookings in one or more PNRs/GDSs that remain simultaneously active in situations where it is logically impossible to complete the itinerary is strictly prohibited.

#### 15. Fictitious Names

It is not permitted to create bookings with fictitious names and/or names that do not correspond to a genuine purchase request by a passenger.

Fictitious names shall be considered those entered incorrectly or that have a high probability of not corresponding to real passengers.

Likewise, creating PNRs for testing or training purposes is not permitted. For such purposes, the training mode provided by GDSs must be used when testing functionalities or training travel agents.

## ADM Penalties for Agencies

La presente sección establece las penalidades económicas aplicables a las agencias de viajes como consecuencia de los incumplimientos definidos en la sección “Definición de Penalidades” del presente documento.

Financial penalties may consist, individually or in combination, as applicable, of:

- Fare differences or uncollected amounts.
- Administrative charges.
- Additional fees.
- Fixed penalties per passenger and/or segment.

Penalties shall be applied through the issuance of an Agent Debit Memo (ADM), in accordance with the provisions of the applicable IATA Resolutions.

## Fee Definition

For the purposes of this document, Fee shall be understood as the additional fixed financial charge applied by JetSMART as a result of certain irregularities attributable to the travel agency, intended to discourage incorrect practices, offset specific operational costs, and reinforce compliance with the airline’s commercial and operational policies.

The Fee is applied independently and in addition to:

- Fare differences or uncollected amounts.
- The administrative charge associated with the issuance of the Agent Debit Memo (ADM).

Unless expressly indicated otherwise, the Fee:

- Has a fixed amount, as defined in this section.
- Is applied per ADM, and may additionally be applied per passenger and/or segment, depending on the nature of the breach.

ADM Penalty Table

Concept	ADM Code	Characteristics	ADM Application
Incorrect Fare	IRTAR	Erroneous application of amounts, booking class, or fare basis.	Difference between the issued fare and the current published fare + administrative charge + Fee USD 10

Taxes, Penalties, and Surcharges	IRTAR	Incorrect application of codes or amounts that prevent full or partial collection of the corresponding amount.	Detected difference + administrative charge + Fee USD 10
Incorrect Changes	IRTAR	Erroneous calculation of penalties, fares, or taxes in reissuance processes.	Detected difference + administrative charge + Fee USD 10
Incorrect Commission	COMIS	Commission declared or charged in excess or without authorization.	Commission difference + administrative charge + Fee USD 10
Incorrect Tour Code	IRTAR	Misuse of the Tour Code field in negotiated fares or agreements.	Fare difference + administrative charge + Fee USD 10
Incorrect Refund (*)	REFND	Refund processed through an incorrect channel or for an incorrect amount.	Full refund or detected difference + administrative charge + Fee USD 10
Use of Agency Credit Cards	IRVTA	Use of agency, affiliate, or employee cards without prior JetSMART authorization.	2.5% of the value processed with agency credit card + administrative charge
Churning	CHRNG	Creation of more than 4 bookings for the same passenger and segment.	USD 25 per passenger/segment + administrative charge
Chargebacks	IRVTA	Passenger disputes or denies the charge.	Full ticket value + administrative charge + Fee USD 10

Coupon Status Change	IRVTA	Coupon status change without authorization or operational justification, not reflecting actual use of the air service.	Administrative Charge + Fee USD 10 por pasajero/segmento + valor total del ticket
Improper Use of Waivers	IRVTA	Application of waivers without authorization or outside the defined conditions.	Valor total del ticket + cargo administrativo + Fee USD 10
Inactive Segments	SEGIN	Expiration of time limit, speculative bookings, abuse of married segments, or failure to cancel in GDS.	USD 25 per passenger/segment + administrative charge
Fictitious Connections	COFIC	Forcing connections not recognized by JetSMART.	USD 10 per passenger/segment + administrative charge
Duplicate segments	DPLCD	Simultaneous bookings for the same passenger that cannot be flown in parallel without generating a No Show.	USD 25 per passenger/segment + administrative charge
Fictitious Names	DPLCD	Segments in a booking that do not correspond to real passengers or a genuine travel intention	USD 25 per passenger/segment + administrative charge

(\*) In the case of Incorrect Refunds, the ADM may consider the total refunded amount or the detected difference, as applicable to the nature of the breach.

### General Considerations

- All penalties indicated are in addition to the administrative charge, unless expressly stated otherwise.
- Each practice shall be penalized separately, even when they occur on the same booking.
- Penalties are applied per passenger and/or per segment, as applicable to the nature of the breach.
- The application of these penalties does not limit or restrict JetSMART's right to adopt additional measures in cases of recurrence or repeated non-compliance, including the restriction or suspension of access to the inventory.

## Reason Descriptions for ACM Issuance

This table establishes the standard codes, concepts, and reasons used by JetSMART for the issuance of Agent Credit Memos (ACM), in accordance with the policies, definitions, and penalties established in this document.

ACM Reason Description Table

Type	Concept	Código	Reason / Description
ACM	Incentive	INCEN	Issuance of previously authorized commercial incentives.
ACM	Charge Without Issuance	IRVTA	Adjustment for a charge applied without ticket issuance.
ACM	Duplicate Charge	IRVTA	Correction for a duplicate charge applied to the agency or passenger.
ACM	Refund	REFND	Adjustment of payments associated with refunds or expired sales.
ACM	Charge Error	IRVTA	Adjustment for an incorrect amount previously charged.

## Contact Channels

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