

## **Decision 7/2019**

### **Travel Agency Commissioner - Area 2**

Andreas Körösi  
P.O. Box 5245  
S-102 45 Stockholm, Sweden

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**Applicant: Rej Viaggi**  
IATA Code # 02-2 1023 5  
Albania

**Respondent: International Air Transport Association (IATA)**  
Torre Europa  
Paseo de la Castellana, número 95  
28046 Madrid, Spain

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#### **NOTE:**

This summarized decision is being posted as the Parties have received it. Occasional requests for clarification are not posted. However, should any Stakeholder requests it, a copy of such clarification will be sent to her/him.

#### **Background**

The Agent has correctly disputed a large number of ADMs issued by *Alitalia* and the majority have been withdrawn from the billing for bilateral solution.

Approximately 29 ADMs have, according to IATA, not been properly disputed and, thus, not only been included in the billing but after "30 days of deposit", forwarded to *Alitalia*. This has emphatically been refuted by *Rej Viaggi* also claiming that they had done the same procedures for these ADMs as for those which have been excluded from the billing.

IATA confirmed that *Rej Viaggi* **did correctly dispute the initial ADMs** but claims that they failed to correctly follow up with the so-called Post Billing Dispute ("PBD") procedures outlined in the BSP Manual. "*Rej Viaggi did not use the "Update PBD" button in BSPlink which would allow the user to send the updated information to the counter party.* "

#### **Considerations**

As discussed on previous occasions, the TACs view is that once an Agent has disputed the ADM (Resolution 818g "A", s. 1.7.9 **and NO agreement is reached**

**between Airline-Agent), the ADM MUST, after 60 days, be withdrawn from the Billing and left for bilateral resolution between the Parties, OUTSIDE the BSP.**

This is also supported by Resolution 818g "A" § 1.11 "Disputes". More specifically, § 1.11.1.7. where all of the three provisions (a), (b) and (c) speak in favour of *Rej Viaggi*. It is the TAC's view that the so-called "PBD procedure" is to be applied when an Agent fails to timely dispute BEFORE Billing and the ADM is already PART OF the billing.

### **Decision**

- IATA is to "withdraw" (by ACM or any other means available) the disputed ADMs and the dispute as of now is for bilateral resolution between *Alitalia* and *Rej Viaggi*.

**This Decision is effective as of today.**

Decided in Stockholm, on March 2<sup>nd</sup>, 2019.

Andreas Körösi  
Travel Agency Commissioner  
IATA-Area 2

In accordance with Res 820e § 2.10 any Party may ask for an interpretation or correction of any error in computation, any clerical or typographical error, or any error or omission of a similar nature which the Party may find relevant to this decision. The time frame for these types of requests will be maximum 15 calendar days after receipt of this decision. Meaning as soon as possible and **not later than 17 March 2019.**

Please also be advised that, unless I receive written notice from either one of you **before** the above mentioned date this decision will be published in the Travel Agency Commissioner's secure web site, provided no requests for clarification, interpretation or corrections have been granted by this Commissioner, in which case the final decision will be posted right after that.

Please note that if after having asked for and obtained clarification or correction any Party still considers aggrieved by this decision, as per Resolution 820e §4, the Party has the right to seek review by Arbitration in accordance with the provisions of Resolution 824 §14.