

RESOLUTION 890**CUSTOMER CARD SALES RULES**

△ PAC(55)890(except USA) Expiry: Indefinite
Type: B

WHEREAS Members/Airlines wish to grant authority to Agents to conduct Customer Card sales against their card acceptance merchant agreements, and

WHEREAS Members/Airlines and Agents seek to establish a defined series of procedures in order to ensure compliance with card industry rules and to eliminate or substantially reduce their exposure to fraud,

IT IS RESOLVED that the following conditions will apply, and the following provisions will be complied with for the sale of passenger air transportation and Ancillary Services for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline in the country concerned.

1. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

2. CUSTOMER CARD SALES RULES

The purpose of this Resolution is to provide the authority and related compliance requirements with card industry rules for Agents to make use of the card acceptance merchant agreements of Members and Airlines, collectively referred to in this Resolution as Member(s)/Airline(s), when accepting payment for the sale of passenger air transportation and Ancillary Services.

3. CUSTOMER CARD ACCEPTANCE

3.1 The Agent may accept Customer Cards as payment for the sale of passenger air transportation and Ancillary Services on behalf of the Member/Airline whose Traffic Document is being issued, subject to the provisions of this Resolution and the BSP Manual for Agents, as applicable.

3.2 The Agent will ensure that the type of Customer Card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. The acceptance of any type of Customer Card is set individually by each Member/Airline and nothing in this Resolution will be interpreted as interfering with such independent business decision. If necessary, the Agent may seek clarification by contacting the concerned Member/Airline directly.

3.3 In the event of the Agent accepting a type of Customer Card which is not accepted by the Member/Airline whose Traffic Document is being issued, the Member/Airline will charge the non-payment from the card company to the Agent by means of an Agency Debit Memo (ADM), or, in non-BSP countries, a subsequent

adjustment will be made by the Member whose Traffic Document was issued.

3.4 This Resolution gives authority to accept only a Customer Card when using the card acceptance merchant agreement of the Member/Airline to collect payment for the sale of passenger air transportation and Ancillary Services. The Agent may not accept any other card or payment method that uses the Member/Airline's card acceptance merchant agreement, including any card issued in the name of the Agent or any Person permitted to act on behalf of the Agent, unless specifically authorised by such Member/Airline. A failure to comply with the present paragraph 3.4 will be undertaken under the sole responsibility and liability of the Agent toward the Member/Airline concerned.

3.5 When issuing and reporting Traffic Documents, the Agent must ensure to use the dedicated form of payment code and/or sub-code applicable to the payment method being accepted, as instructed by IATA.

4. SALES MADE WITH CUSTOMER CARDS**4.1 Authority**

The Agent is authorised to accept sales using Customer Cards only:

4.1.1(a) when the Customer Card and the Card Holder are simultaneously present at the time of the transaction ("Face-to-Face Transaction"), or

4.1.1(b) for a Signature-on-File Transaction, and any other form of Customer Card sales in which a Customer Card and Card Holder are not simultaneously present, (a "Non-Face-to-Face Transaction"), which will be made under the sole responsibility and liability of the Agent.

4.1.2 No authority for sales for which payment is made by a Customer Card over the internet is included in this Resolution. The Agent must therefore contact Members/Airlines for specific instructions.

4.1.3 Charges against a Member/Airline's card acceptance merchant agreement are not permitted in respect of the Agent's own fees or charges.

4.1.4 A Member/Airline, in its sole discretion, has the right to cancel its authority to use its card acceptance merchant agreement, by notifying the Agent in writing.

4.2 Procedures

In BSP countries, Customer Card sales are subject to the rules and procedures in the BSP Manual for Agents as well as those in this Resolution, provided, that in case of any conflict or inconsistency between the BSP Manual for Agents and this Resolution, then this Resolution will prevail.

4.3 Approved Credit Card Charge Form

When issuing a Traffic Document using a Customer Card, the Agent will raise an approved Universal Credit Card Charge Form (UCCCF), or other signed authority, as

specified in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

4.4 Customer Card Authorisation

4.4.1 The Agent must obtain an authorisation approval code from the card company for each transaction, and subsequently record it in the assigned space on the UCCCF or any other authority as referenced in Paragraph 4.3.

4.4.2 The Agent recognises that receipt of an approval code from the card company does not guarantee the transaction, and that any such approval code or other authorisation does not (and will not be deemed to) guarantee that the charge will not be disputed. In the case of a rejected transaction, an ADM will be issued by the Member/Airline, or, in non-BSP countries, a subsequent adjustment will be made by the Member whose Traffic Document was issued

4.5 Reporting

The Agent must comply with the local reporting procedures, as contained in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

4.6 Records

4.6.1 The Agent, in order to demonstrate its compliance with the procedures contained in this Resolution regarding a rejected transaction, must retain all supporting documentation relating to any Customer Card transaction for a minimum period of thirteen (13) months.

4.6.2 As the principal to the card acceptance merchant agreement, the Member/Airline remains the rightful owner of all such supporting documentation.

4.6.3 In the event of material changes to the status of the Agent including, without limitation, the ceasing of operation, there is a continuing obligation on the part of the Agent to ensure that supporting documentation is retained, and can subsequently be made available to Members/Airlines as required.

4.7 Disputed Customer Card Transactions

4.7.1 If the ticketing Member/Airline receives a notice of a dispute relating to a transaction submitted to the card company, the Member/Airline will notify the Agent within 7 days and request appropriate supporting documentation and information, and the Agent will promptly comply with any such request within 7 days.

4.7.2 In the event of a disputed transaction and its subsequent rejection by the card company, the relevant Member/Airline will pass the loss to the Agent which issued the Traffic Document by means of an ADM or adjustment (as provided in Paragraph 3.3 above).

4.7.3 Failure by the Agent to settle any ADM or, in non-BSP countries, any individual Member's adjustment, resulting from any transaction will be dealt with in accordance with Resolution 818g Attachment 'A' section 1.7.2

and 1.7.8 or Resolution 832 sections 1.7.2 and 1.7.8, or Resolution 812 section 6.9.

4.7.4 The Member/Airline must make all reasonable efforts to ensure that only valid chargebacks are transacted, and must provide all reasonable supporting documentation requested by the Agent. Any error made by the Member/Airline or arising from BSP processes must not be passed back to the Agent.

5. FACE-TO-FACE TRANSACTIONS

5.1 The Agent must verify the expiry date, and, where appropriate, the effective date, of the Customer Card.

5.2 The Agent must capture the Customer Card details (Customer Card number, Card Holder, expiry date and, where applicable, effective date) by use of a card imprinter, or electronic "Point of Sale chip terminal" as defined by the card industry. If demanded by the terminal, a PIN may be entered into the terminal by the Card Holder. In addition, in BSP-countries, Customer Card details may, in addition, be entered into the GDS system by the Agent for the purpose of card authorisation, and for submission to the BSP.

5.3 The Agent must obtain an authorisation approval code from the card company for each transaction as specified in section 4.4.

5.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the "Card Verification Value" (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it in the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the "Card Verification Value" check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

5.5 Storage of the "Card Verification Value" for any reason whatsoever is strictly prohibited at all times.

5.6 The signature of the Card Holder on the validated UCCCF must be witnessed by the Agent and matched against the signature on the reverse of the Customer Card.

5.7 The Agent will not be held liable for payment to the Member/Airline for a Face-to-Face Transaction, provided that the provisions of sections 4 and 5, and, in BSP-countries, any other rules and procedures contained in the BSP Manual for Agents, have been complied with by the Agent.

6. NON-FACE-TO-FACE TRANSACTIONS

6.1 The Agent may, subject to the provisions of this section 6, choose to accept Non-Face-to-Face Transactions including, but not limited to, Signature-on-File Transactions and other card-not-present transactions.

6.2 Signature-on-File Transaction

6.2.1 For a Signature-on-File transaction, where the Card Holder empowers the Agent to issue a Traffic Document with a Customer Card, whereby the charge form bears the remark Signature-on-File in the place of the signature, a clear written arrangement between the Card Holder, the card company and the Agent must exist. Disputes between the Card Holder and the Agent do not release the Card Holder from its liability towards the card company.

6.2.2 A Signature-on-File agreement enables the Agent to sign the UCCCF on behalf of the Card Holder. The agreement must include the following information:

6.2.2(i) definition of the duration of the agreement;

6.2.2(ii) provision for termination by both parties;

6.2.2(iii) requirement for changes to be made in writing;

6.2.2(iv) the number and expiry date of the Customer Card(s);

6.2.2(v) name(s) and sample signature(s) of all parties authorised to make purchases under the agreement

6.3 The Agent must obtain an authorisation approval code from the card company for each transaction as specified for in section 4.4.

6.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the “Card Verification Value” (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the “Card Verification Value” check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

6.5 Storage of the “Card Verification Value” for any reason whatsoever is strictly prohibited at all times.

6.6 When available and relevant, the Agent will conduct the transaction using any secure protocol as defined by the payment card industry.

6.7 Although Card details may have previously been verified by the Agent, the payment of passenger air transportation and Ancillary Services for a Non-Face-to-Face Transaction will be undertaken under the sole responsibility and liability of the Agent.

7. COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

7.1 Compliance

To protect the customer’s data, the Agent must ensure its full compliance with the Payment Card Industry Data

Security Standards (PCI DSS) with respect to the issuance of Traffic Documents for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline. Should the PCI DSS be amended or modified, the Agent will, at the Agent’s sole expense, promptly adjust its processes and policies to remain in full compliance. The Agent assumes full and sole responsibility for the security of any Card Holder data obtained by or provided to the Agent, including, but not limited to, secure handling, storage, transmission, and destruction of any such Card Holder data.

7.2 Requirement for PCI DSS compliance as an Accredited Agent

7.2.1 The Agent must comply with the requirements of the Passenger Sales Agency Rules with respect to PCI DSS.

7.2.2 Unauthorised access, loss, or disclosure of customer data

7.2.2.1 Notification of unauthorised access, loss, or disclosure of customer data

Within 24 hours of discovery, the Agent must notify the Member/Airline of any of the following:

- (i) its non-compliance with any part of the PCI DSS or any claims related to its non-compliance;
- (ii) any unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the Agent, or any related claims;
- (iii) claims related to PCI DSS non-compliance, as described in section 7.3, no later than 24 hours after such access, acquisition, misuse, disclosure or loss, or the Agent’s notice of such claim.

7.2.2.2 Assisting in the investigation of unauthorised access, loss, or disclosure of customer data

The Agent will, upon request by a Member/Airline, make all relevant documentation and the individuals responsible for implementing, maintaining, and monitoring the Agent’s PCI DSS compliance available to Quality Security Assessors (QSAs), forensic investigators, consultants, or attorneys retained by a Member/Airline to facilitate the audit and review of a Member/Airline’s PCI DSS compliance, as well as to a Member/Airline’s staff responsible for information technology (IT) audits.

7.2.3 Indemnification

The Agent, to the extent not addressed in sections 7.1 and 7.2 and to the fullest extent permitted by applicable law, assumes full and sole responsibility and liability for, and agrees to indemnify, defend and hold harmless a Member/Airline, its directors, officers, employees and agents for, any and all claims, loss, injury, damage and related costs (including, but not limited to, reasonable attorneys’ fees, expert fees and court costs), whether direct, indirect, consequential or punitive, resulting or arising from, or relating to, non-compliance with the PCI DSS, or the unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the

Agent, including, but not limited to, Card Holder data in physical or electronic form, except to the extent that such claims, loss, injury or damage are caused or contributed to by the gross negligence or wilful misconduct of the Member/Airline, its directors, officers, employees or agents.

8. RESPONSIBILITY FOR SUBMISSION OF CUSTOMER CARD TRANSACTIONS

8.1 The Agent is not responsible for the settlement from the card company to Members/Airlines of amounts payable under sales made by Customer Cards approved for such sales by the Members/Airlines whose Traffic Document is issued, provided the Agent complies with all applicable rules and procedures for handling Customer Card sales, including, but not limited to, the reporting actions specified within the BSP Manual for Agents, or in non-BSP countries, the instructions of the specific Member.

8.2 Notwithstanding Paragraph 8.1 above, the Agent must provide reasonable assistance to a Member/Airline that may have difficulty in receiving the settlement due to it.

8.3 When a sale is made by the Agent operating in a BSP country, the Agent must, without delay, ensure that the Customer Card transactions are submitted to the Data Processing Centre or submit the UCCCF described in Paragraph 4.3 of this Resolution, in accordance with the local rules and procedures specified in the BSP Manual for Agents as applicable. If, as a result of any failure by the Agent to comply with all applicable rules and procedures, the Member/Airline is unable to collect the transaction amount due, the Member/Airline will charge the loss to the Agent that issued the Traffic Document by means of an ADM.

9. REFUNDS

9.1 When effecting refunds for sales it has made with a Customer Card, in addition to the obligations described under its Passenger Sales Agency Agreement, the Agent must comply with the rules as detailed in the BSP Manual for Agents, or, in non-BSP countries, by the specific Member.

△ 9.2 Refund amounts of totally unused and partly used Traffic Documents must only be applied to the Customer Card number originally used for payment if the Traffic Document being refunded was solely paid by a Customer Card. In the event that the Traffic Document being refunded was paid by more than one form of payment, the refund will be executed in accordance to Resolution 824r Section 1.

RESOLUTION 892

DISCLOSURE OF POSITIONS TAKEN AT AN IATA MEETING

△ PAC(37)892

Expiry: Indefinite
Type: B

RESOLVED that, no Member, Airline or Agent shall disclose the position taken by a specific Member or Agent or Airline at an IATA Meeting concerning passenger agency matters.

GOVERNMENT RESERVATIONS

UNITED STATES

Order 80-5-143 issued 21 May 1980 approved Resolution 816 (now 892) subject to the following conditions:

- (a) *That each IATA Member may, at its discretion divulge its own vote or position taken at any IATA meeting; and*
 - (b) *That a vote tally be included in minutes of IATA meetings filed with the Board and made available to the public.*
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