

Department of Transportation (DOT) - Enhancing Airline Passenger Protection Ruling

As a valued travel partner and for your protection, we are providing you with some frequently asked questions about the Post Purchase Price Increase ruling that will take effect on January 24, 2012.

Q. ***What is the DOT ruling?***

A. The Department of Transport (DOT) has made several provisions that will enhance airline passenger protection. You may have heard about some of these changes since they include limits on tarmac delays and restrictions on the advertising of airfare. The provisions are designed to protect USA Consumers purchasing air travel. The Post Purchase Price Increase provision takes effect January 24, 2012.

Q. ***What is the Post Purchase Price Increase Provision and what is Written Consent?***

A. The new ruling bans the practice of increasing the price on air-inclusive vacation packages (containing flights to/from or within the USA) after payment is received, unless the consumer agrees in writing to the possibility of price increases before any payment is taken. The written consent ensures consumer awareness and acknowledgement of the possibility of a post purchase price increase. The Travel Corporation Brands will continue its policy of not increasing the package price after full trip and flights payment has been received (except for government imposed taxes and fees).

Q. ***How do I obtain consent?***

A. Before accepting any payment from your client, you (Travel Agent) must have the signed consent form on file (see sample on page 2). We will ask you to confirm that consent has been obtained.

The DOT has made an exemption for payments that are received over the telephone. This allows the seller of travel to obtain authorization for future price increases verbally. The following criteria must be met for the consent to be considered valid:

1. The consumer must first be informed of and consent to the price increase over the phone during the reservations process.
2. The seller of travel (Travel Agent) must immediately document that consent was obtained, note this in the consumer's record along with the date, time and the name of the person who obtained the consent from the consumer.
3. The consumer must be provided with an invoice that clearly and prominently explains the price increase policy and advises that they have consented to the policy. The invoice can be sent via any method such as email, fax or postal mail. The seller of travel must have proof that the invoice was delivered. The Travel Corporation Brands' invoice will contain the necessary disclosure information.
4. The consumer must be provided with seven (7) days from the receipt of the invoice to withdraw the consent, cancel the purchase and receive a full refund.

Q. ***What if my client refuses to give consent?***

A. If this happens, we will ask for payment in full for the entire package, thus locking in the price.

Q. ***What are the consequences if I (Travel Agent) do not obtain consent?***

A. You (Travel Agent) could be found in violation of this provision and fined by the DOT.

Q. ***Some of your competitors have chosen not to ask me to obtain consent, why are you asking me to?***

A. Every operator has chosen to implement the DOT ruling differently. We do not charge an extra air deposit and therefore cannot provide protection from price increases.

For more information please visit: http://airconsumer.dot.gov/rules/EAPP_2_FAQ_01-11-2012final.pdf

Post Purchase Price Increase

Disclosure and Consent

We make every effort to honor the package price quoted originally, however; under certain circumstances your price may be subject to increase prior to full payment due to an increase in the cost for one or more of the travel components of your package. Prices will not increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. By signing below, you expressly acknowledge your acceptance of these conditions applicable to your purchase.

Booking #: _____

Lead Passenger Name: _____

Paying Passenger Signature: _____

Paying Passenger Signature: _____

Paying Passenger Signature: _____

Paying Passenger Signature: _____

Date: _____

This form must be kept on file for at least two (2) years.