



**Eswatini Air (RN-507) Refund Policy Effective 01 February 2023**

## **Eswatini Air Refund Rules and Regulations**

1. **BACKGROUND:** Eswatini Air publishes, as per IATA requirements, its Refund Policy to Travel Agents and Travel Consultants to create a clear understanding of the Policy applicable to the Refund and Cancellation process regarding the travel documents of Eswatini Air.

The responsibility to clearly explain not only the conditions of the fare purchased, but also the refund rules and regulation pertaining to the applicable purchase is the responsibility of the Selling Agent.

The general travelling public and Eswatini Air passengers often indicate they were not aware of the refund and cancellation terms and conditions applicable to the services purchased.

Many of the uncertainties regarding the refund and cancellation process can be prevented at the first point of purchase/contact.

2. **SCOPE:** This policy applies to all services sold on **507 ticket** stock by travel agents. It is the responsibility of the GDS subscribers to ensure that all its employees, agents, and contractors, in all its locations, are familiar with this policy.

Eswatini Air will apply a Cancellation Penalty, it will be the responsibility of the Agent/Travel Consultant to collect amounts or adjust the refund of travel documents.

3. **COST OF SERVICES PROVIDED AND THE NUCLEUS OF THE REFUND POLICY:** Any kind of service requested by a passenger and provided for, incurs an expense. To confirm the service provided for, a suitable valid travel document indicating the required service is issued, not free of charge, but at a cost.

The cost for issuing such a travel document or service rendered will therefore be recovered whenever a request for a refund or cancellation is received by Eswatini Air. The interaction between Eswatini Air Selling Point or the Agent and the passenger forms the nucleus of the Refund and Cancellation Policy.

4. **IATA APPOINTED AGENTS OR TRAVEL CONSULTANTS:** All IATA appointed Agents or Travel Consultants are considered to be fully competent and able to transact reservations and issue travel documents on behalf of Eswatini Air.

To expedite refunds and to limit all the unnecessary delays to the refund process, all IATA appointed Agents will make sure that their Travel Consultants are able and authorized, to quote airfares, effect reservations, and process refunds and issue travel documents, in accordance with this policy.

Any Agent or Travel Consultant will confirm and display on the travel document being issued, all the necessary elements depicting exact terms and conditions applicable to that travel document. The omission to do so could render the Agent or Travel Consultant liable in accordance with the terms and conditions related to any service or travel document and will be unjustifiable.

**NOTE:** Eswatini Air will not be responsible for any cost incurred by such an error, or any others made by an Agent or Travel Consultant

**5. BSP LINK REFUND APPLICATION PROCESS FOR BSP:** The Eswatini Air Head Office Refunds Department will only authorize refunds on BSP Link and through the GDS. Under normal circumstance, the refund process takes up to 21 working days to be finalized once all required supporting documentation has been made available.

NOTE: An application on BSP Link should only be made upon receipt of a request to do so from a passenger by the travel agent.

All relevant supporting documentation must be attached to the online application.

For E-Tickets / EMD's: Attach copies of all documentation to the online application, e.g. death certificate, medical certificate, hospital bill, etc.

Downgrades: Attach copies of all documentation to the online application (including the boarding pass) EMD for a group deposit Attach copy of authority obtained from groups department to refund.

**6. THE REFUND PROCESS** The refund process is very dynamic and involves electronic and manual systems that are managed and validated at different intervals by trained staff.

It is regulated by:

- Government regulations
- Conditions of carriage
- IATA resolutions
- Fare rules and conditions

An originally issued travel document, used in accordance with the service/s for which it was issued, has no other additional costs over and above the displayed amount. When a passenger requests a refund, an amendment, a cancellation, or a modification, for a specific service/s that was rendered, it constitutes a change of the original formal contract. The party or person, who has requested the change, in part or in total, will pay all costs, or penalties applicable and relevant to the change/s of the initial contract.

Any cost that is waived during the refund process will be a direct loss for the Agent/Travel Consultant/Eswatini Air.

Note: Any Agent's error of incorrect issuance or any other form of errors will be a cost for the Agent or Travel Consultant and will not be the responsibility of Eswatini Air.

The refund cost will be recovered in the form of a Cancellation Fee

**Note:** This is for the BSP market only as all countries will charge as per the market they serve. To allocate the applicable costs of an originally issued travel document, which will no longer be used as issued, in total or in part, it is necessary to establish whether that required change of the original travel document is: Voluntary or Involuntary

## **7. CANCELLATION PENALTIES FOR REFUNDS.**

**CANCELLATION FEES:** A cancellation fee is payable as stipulated by the fare rule. Cancellation penalties may vary according to the conditions of sale and are normally related to the conditions of the transportation contract sold.

**REFUNDING OF TAXES ONLY:** In the event where the entire fare is non-refundable, the non-refundable amount must be reflected in the remittance area, therefore, the amount must reflect in the cancellation penalty area.

## **8. Eswatini Air HEAD OFFICE REFUNDS WILL ONLY PROCESS THE FOLLOWING TRAVEL AGENT REFUNDS**

- Involuntary Refunds
- Group Refunds
- Waiver and Favor authority (e.g., death, hospitalization - all waiver requests must be done by a refund application on BSP Link).
- Changes in IATA agent number
- Change in the form of payment
- Incorrect spelling of Passenger name

Note: Any refund forwarded directly to Eswatini Air not falling into the above categories will attract an additional administration fee of USD 10.

**9. VOLUNTARY REFUND:** A voluntary refund is a refund where the reason for the refund of a totally unused travel document or the unused portion of it, is solely attributed to action of the passenger or the lack thereof.

Examples are:

- Decision not to travel
- Error by Agent or Travel Consultant in issuing the travel document

Note: All the necessary penalties and cancellation fees will normally apply in these instances.

**10. WAIVER REQUESTES FOR VOLUNTARY REFUNDS:** Waivers of cancellation fees on voluntary refunds must be referred to Eswatini Air Head Office Refunds department and may not be paid out by any station or directly by a travel agent without the approval of that department. All waiver requests must be done by a refund application on BSP Link.

Hospitalization:

- The hospital Account/Admission form must be obtained
- Eligible for a Full Refund

Note: Fare rules will apply where no hospital account/admission form is received to substantiate illness.

Death:

- A Death certificate must be obtained
- Eligible for a Full Refund

Note: Death and hospitalization should coincide with the dates of travel. Each country has its own government regulations pertaining to consumer protection/rights.

**11. INVOLUNTARY REFUND:** An involuntary refund is the request for a refund of a totally unused, or the unused portion of a travel document, which can be solely attributed to the airline being unable to provide the contracted conveyance of a passenger as detailed on the travel document.

Attributed to the following:

- Safety or legal requirements
- Cancellation of a flight, outside of Force Majeure events
- The airline fails to operate a flight according to the schedule, outside of Force Majeure events.
- Fails to stop at a point to which the passenger is destined to stopover.
- Unable to honor confirmed space.
- Unable to honor the class of booking.
- Unable to deliver passenger to a connecting flight for which the passenger holds a confirmed reservation issued within the same travel document, outside of Force Majeure events.

**Note:** Under this clause, all the cancellation fees will be waived. Waiver requests for involuntary refunds: Waivers of cancellation fees on involuntary refunds must be referred to Eswatini Air Head Office Refunds department and may not be paid out by any station or directly by a travel agent without the approval of the relevant department. In the case whereby a Travel Agent has proof or evidence that led to such an involuntary refund request, such proof must be submitted to Head Office for the purposes of validation. This will ensure that the involuntary refund is properly supported with circumstantial evidence. All waiver requests must be done by a refund application on BSP Link.

Note: Denied boarding due to incorrect documentation (e.g., Visa) or incorrect advice from an Embassy's Airline Liaison Officer does not constitute an Involuntary Refund.

**12. TERMS AND CONDITIONS OF REFUNDS:** The validity of a travel document is one year for international and domestic flights, calculated from the original date of issue.

Special / Restricted Fares will determine the validity as per the special fare rule. The validity of a travel document for refund purposes is twelve (12 months from date of original issue. Travel documents that are older than (12) months will not be refunded.

**Note:** This policy applies for documents issued in all countries on behalf of Eswatini Air. Subject to applicable Government Regulations and their currency control restrictions, an Agent / Travel consultant or Carrier will refund only, to the person who has paid for the travel document in the original form of payment, via the original issuing agent office.

**13. FAILURE BY Eswatini Air TO PROVIDE CARRIAGE:** On failure by Eswatini Air to provide carriage in accordance with the contract of carriage, or where a passenger requests an involuntary refund, the refund for an unused travel document or portion thereof will only be made by Eswatini Air in accordance with the clauses and conditions of this policy.

Refer to our website: [www.eswatiniair.co.sz](http://www.eswatiniair.co.sz)

Agents and Travel Consultants may re-issue an Eswatini Air travel document only if the airline failed to provide the transport in accordance with the terms and conditions thereof and upon the airline's notification or authorization.

#### **14. REFUND PAYMENT OF TRAVEL DOCUMENTS BY AGENTS OR TRAVEL CONSULTANTS:**

**VOLUNTARY REFUNDS:** Totally unused travel documents and partially used travel documents:

- The Agent or Travel consultant will refund the travel documents issued by that same Agency if the motivation for the refund is on a voluntary basis. In the event of an ADM due to duplicate usage, Eswatini Air will request from the Travel Agent the written request for refund as instructed by the customer to the Travel Agent.
- A voluntary refund requires that all applicable cancellation fees be applied.

Note: Waiver of these fees will only be approved and sanctioned by Eswatini Air Refunds Department.

VMPD's /EMD's - All VMPD's/EMD's refunds will be forwarded to the carrier whose document has been used to originate the transaction.

Note: Voluntary refunds will be made by the Carrier who originally issued the travel document or by the Agent who issued the travel document when authorization is received.

All BSP ETICKETS/VMPD's/EMD's issued for groups require authority from the groups department before they can be finalized.

**INVOLUNTARY REFUNDS:** All Agents or Travel Consultants will forward involuntary refunds to the ISSUING AIRLINE for refund and processing. All involuntary refunds MUST be referred to H/O Refunds Department for authorization. Only once such authorization has been received, may the station pay out such refund.

Note: Eswatini Air will only process travel documents under this clause.

**15. PERSON TO WHOM THE REFUNDS WILL BE MADE:** Eswatini Air will make a refund to the travel agent via BSP according to the form of payment as indicated in the ticket purchased. The only acceptable deviation would be where the credit card indicated in the ticket has changed and there is proof substantiating that fact (letter from the credit card institution/bank declaring the change). Refunds for closed agents will be dependent on the reason for closure thereof.

**16. RIGHT TO REFUSE A REFUND:** Eswatini Air may refuse to refund a travel document if application thereof is made later than TWELVE months after the date of issue of document.

**17. CURRENCY:** All refunds will be subject to Government laws, rules and regulations or orders by the country in which the travel document was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid but may be made in another currency in accordance with Carrier's Regulations and its applicable rates of exchange.

**18. METHOD OF REFUND PAYMENT BY AGENTS AND TRAVEL CONSULTANTS:** An Agent or Travel Consultant may only process refunds on travel documents that were issued by them. The refund will always be processed in the same way as the original transaction form of payment, i.e., cash or credit card.

If another Agent has issued a travel document or Travel Consultant not affiliated to Eswatini Air, or outside of Eswatini, or by another Carrier, the person requesting the refund must be referred to that issuing office for a refund. Unused VMPD's/EMD's must be referred and submitted to the issuing Carrier together with the appropriate refund application and their required attachments.

**19. SUPPORTING DOCUMENTATION:** A refund will only be processed if the ticket number and supporting documentation, as required, have been attached to the correct refund application form and forwarded to our offices for processing.

Only in the following instances will photocopies of the documents required for a refund be accepted:

- Death certificates
- Hospital bills
- Passport or ID
- The Agent or Travel consultant's copy of the document
- In the case of cabin occupancy downgrade, the copies of the passenger's travel document together with a boarding pass of the passenger.

**20. MEDICAL CERTIFICATES:** The waiver of the cancellation fee will only be considered for death or hospitalization of a passenger or immediate family member. Medical certificates will be handled as a voluntary refund request and will be processed as per fare rules. Please note that the refund cancellation fee is still applicable. It is recommended that the passenger be advised and encouraged to take out a cancellation and curtailment insurance cover. The insurance cover will protect and compensate for all those eventualities or penalties that will be levied to those air fares they have chosen to purchase. Immediate Family is defined and limited to spouse, children (including adopted children) parents, brothers, sisters. Blood relations to family members will need to be proved upon request and all decisions are subject to Eswatini Air discretion.

**21. APPLICABLE FARES:** The applicable fares are those published by or on behalf of Eswatini Air, or if not published, constructed in accordance with the Carrier's rules and conditions relevant to that fare which are subject to Government Requirements and the Carriers Regulations. The applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. When the amount that has been collected is not the applicable fare, the difference for the applicable fare shall be paid by the passenger or, as the case may be, refunded by the Carrier, in accordance with the Carrier's Regulations.

**22. REFUND AMOUNT VOLUNTARY REFUND:** If a passenger or issuing agent, wishes a voluntary refund of a travel document for a reason other than those set out for an involuntary refund, the amount of refund shall be:

- If no portion of the travel document has been used, an amount equal to the fare paid, less any cancellation fees.
- If a portion of the travel document has been used, the refund will be the amount equal to the difference between the fare paid and the applicable fare for travel between the points of which the ticket has been used, less any cancellation fees.

**Note:** Not all fares are refundable according to the fare rules and regulations that are stipulated under this clause.

**THE REFUND OF A DOCUMENT UPGRADEABLE TO THE NEXT HIGHER FARE:** several fare bases stipulate the rule that the ticket is non-refundable but upgradeable to the next higher fare. Should the ticket be upgraded to a higher fare, the original fare rules will be considered in case of a refund calculation.

**23. INVOLUNTARY REFUND:** If the refund is due on an involuntary basis, the amount of refund shall be:

- Equal to the fare paid if no portion of the ticket has been used.
- If a portion of the ticket has been used, the refund will be the higher of
  - a. The one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover OR
  - b. The difference between the fare paid and the fare for the transportation used.



**Note:** In both these instances the cancellation fees, if any applicable to that fare, will be waived and absorbed by Eswatini Air.

#### **24. AUTOMATED BSP REFUND PROCESSES** Automated Refunds are available in the BSP market.

This means that Agents will use their GDS to finalize refunds that do not require Airline Authorization. Agents should refer to their GDS manual for procedures on how to process auto refunds.

**Note:** Eswatini Air has no consultants to assist with the agents GDS policy and procedures.

- The normal Refund procedure, rules and regulations will apply.
- Partial and Full Refunds will be accepted via the auto refunds process.
- The Cancellation fee will always be applicable.
- Non-refundable fares are non-refundable.
- Eswatini Air will audit the billing and ADM's will be issued for violations.

Those travel documents which have been issued incorrectly, either due to "system error" or "agents' error" or " duplicate issue", must be VOIDED and reported as such to BSP within the same sales reporting period. If these errors are detected only after the corresponding reporting period of the date of issue, they are to be processed as "normal" refunds, applying any cancellation penalties due. It is the duty of the Agent to correctly recuperate or claim from the source of origin the fees if the passenger is not liable for them. These documents are "NOT INVOLUNTARY" refunds

#### **25. SPECIFIC REFUND REQUIREMENTS FOR HEAD OFFICE APPROVAL INCORPORATED REFUNDS**

- Correspondence with Another Airline
- Voluntary/Involuntary downgrade
- Missing coupons due to incorrect exchange

##### Retroactive refund

- Request from OAL & follow up correspondence
- Refund application
- Copies of all TICKETS/EMD/VMPD's involved
- Flight details (referral notices handed to PSGRS by other Airlines, Boarding Passes, etc.) that may be of assistance in finalizing the refunds.

#### **GROUP REFUNDS** Supporting Documentation

- Unused tickets
- Purged PNR
- TICKET/EMD/VMPD
- Copies of TICKET/EMD/VMPD's involved Group department authorization
- Obtain group authorization document stipulating the waiver rules and regulations according to the group contract.

#### **UNUSED TICKETS** Supporting documentation

- Refund Application.
- Unused Coupons

#### **VOLUNTARY AND INVOLUNTARY DOWNGRADING** Supporting Documentation

- Refund application/Approval Forms completed in detail
- Copies of all TICKETS's/EMD's/VMPD's involved
- Flight details
- Boarding passes
- In-/Voluntary downgrading notices handed to PSGRS by Airline concerned.

**AGENT ERROR – NEW TICKET ISSUED.** The agent issues a ticket incorrectly for the passenger and is forced to issue a new ticket and cancel the original one – Name errors supporting documentation.

- The agent must prove that a new ticket was issued for the same itinerary before a waiver on the fare rules can be granted. Waivers are at the discretion of Eswatini Air and are not guaranteed. The applicable admin fee will still be charged.

Note: The agent can cancel such incorrect ticket the same day on his/her SALES REPORT. This will eliminate an unnecessary refund. If such agent did not cancel the ticket on the SALES REPORT, the standard cancellation fee will apply.

**FLIGHT INTERRUPTIONS OR CANCELLATIONS** Request must be sent to Eswatini Air Head office for a waiver number (all waiver requests must be done by a refund application on BSP Link).

All queries/supporting documentation and direct refund request must be sent to email: [refunds@eswatiniair.co.sz](mailto:refunds@eswatiniair.co.sz)