

Refund & Cancellation Policy of Kiwi.com

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General Provisions

1. General

1.1 This refunds and cancellation policy (“**Policy**”) forms an inseparable part of the Kiwi.com General Terms and Conditions (“**General Terms**”) (available at </us/pages/content/legal>). Terms defined in the General Terms shall have the same meaning when used in the Policy. References to the singular include the plural and vice versa.

1.2 As defined in the General Terms, the price which you pay for the Booking (“**Booking Price**”) consists of:

1.2.1 the price of the Carriage and Carrier Ancillaries (“**Reservation Price**”) which is paid to the Carriers for the completion of the Carrier Reservations,

1.2.2 the price of the Non-Carrier Ancillary Services (“**Non-Carrier Ancillary Services Price**”) which is paid to the Non-Carrier Ancillary Service Providers,

1.2.3 the fee for the Kiwi.com Services (“**Kiwi.com Service Fee**”).

1.3 The breakdown of the Booking Price is displayed to you in the Booking Process. The Kiwi.com Service Fee is only refundable until we order the Third-Party Services and pay the Third-Party Service Price to the Third-Party Service Providers. Once we do, the Kiwi.com **Service Fee is non-refundable** and unless expressly stated otherwise, the various refund methods described in this Policy are only applicable for the Carrier Reservation Price. The Non-Carrier Ancillary Services Price is refundable based on the terms and conditions of the

Non-Carrier Ancillary Services Providers applicable to the selected Non-Carrier Ancillary Services.

2. Refunds for non-processed bookings

2.1 Should the non-processed Booking be canceled, we shall return the Booking Price to your original payment method. We reserve the right to offer you Kiwi.com Credit instead of a monetary refund and refund you to the original payment method only after the expiry of this offer.

3. Refunds for processed bookings

3.1 Once we reserve the Third-Party Services, as mentioned in Art. 1.3. of this Policy, the Kiwi.com Service Fee is no longer refundable. The refund of the Reservation Price is dependent on the refund method you choose. Processing of the cancellation request and the refund received from the Carrier is considered as an additional service of Kiwi.com and is governed by the conditions set out in this Policy ("**Refund Handling Service**"). For the provision of the Refund Handling Service, if specified in this Policy, Kiwi.com shall have the right to a fee depending on the chosen refund type as specified below ("**Refund Handling Fee**"). The Refund Handling Fee shall always be deducted from the received refund from the Third-Party Service Providers. Should the Refund Handling Fee be higher than the received amount, we shall not charge you the difference exceeding the amount of the received refund.

3.2 Upon confirmation of your order of the Refund Handling Service through the Kiwi.com Platform, or via contact with our customer support team, you appoint Kiwi.com as your attorney-in-fact and grant us power of attorney and all powers necessary to represent you in the extent necessary for the recovery of the refund from the Carrier. If a written power of attorney is required by the Carrier or other involved party, on our request, you are obliged to provide us with such written confirmation in a form set by us. Furthermore, you expressly agree that Kiwi.com is allowed to carry out any and all actions that may be necessary to practically recover the amount in your name (e.g. using the B2C customer contact channels of the Carriers, filing chargebacks, etc.).

3.3 If the Carrier Reservation Price increases after you complete the Booking but before we manage to complete the Carrier Reservation as described in Art. 4.3.2 of the General Terms, the total refundable amount under any of our Refund Handling Services shall be limited by the value of the Booking Price. Should the recovered amount exceed the Booking Price, we will keep the difference as a Refund Handling Fee.

3.4 Cancellation by the customer

3.4.1 If you wish to cancel your reserved Carriage for your own reasons and there is no Disruption of the ordered Carriage (e.g. the flight wasn't canceled), you may do so using the Kiwi.com Cancellation Services based on the cancellation conditions selected in the Booking Process. Cancellation Services include Refund Handling Service, and all relevant conditions of this Policy shall apply.

3.4.2 The Refund Handling Fee is included in the Cancellation Service Fee and shall be governed by the Section 5 of the General Terms.

3.4.3 Kiwi.com also reserves the right to offer, at its discretion, a Refund Handling Service under which it will, upon your request, cancel the Carriages in the Itinerary, apply for refunds from the Carriers, and forward you all received refunds. For this service, Kiwi.com may charge a Refund Handling Fee if and as specified in the Booking Process. The conditions of Art. 3.5.3 apply.

3.5 Cancellation by the Carrier

3.5.1 If the Carriage gets canceled by the Carrier, the conditions of the Refund Handling Service available to you shall depend on whether you purchased the Kiwi.com Guarantee during the Booking Process or not. In case where the Kiwi.com Guarantee rules do not apply due to the limitations described in Art. 6.9 of the General Terms, all refunds shall be handled in accordance with the Art. 3.5.3 of this Policy.

3.5.2 Kiwi.com Guarantee

- a. If you bought the Kiwi.com Guarantee and your Carriage was canceled (or otherwise disrupted), depending on the applicable scenario, as defined in Section 6 of the General Terms, some of the solutions available to you might be different forms of refunds.
- b. Under this type of Refund Handling Service, upon confirmation of your choice, which shall be presented to you by us, Kiwi.com shall give you the refund under conditions specified by the relevant provisions of the Section 6 of the General Terms.
- c. Upon confirmation of your choice under the Kiwi.com Guarantee, you give us your authorization to cancel the replaced Carriages in your Itinerary or, if you selected the instant refund option, to cancel all the Carriages in your Itinerary. At the same time, you assign to us all your rights, titles and claims against the Carrier arising in connection to the Itinerary for which the Refund Handling Service was ordered for any refund (i) under the Contract of Carriage with the Carrier or (ii) based on the applicable law, as further defined in Art. 6.8 of the General Terms. Furthermore, you agree to provide us with all reasonably required assistance to recover such refund or compensation.

3.5.3 Assisted Refund

- a. If you did not buy the Kiwi.com Guarantee and your Carriage was canceled, you still have an option to ask us to recover a refund from the Carrier as a specific type of Refund Handling Service. Upon your confirmation of such a request, we shall cancel all Carriages in your Itinerary and try to recover any available refunds from the Carrier under the conditions as further defined below ("Assisted Refund Service"). The recovered amounts and the lengths of the processing will depend on the terms and policies of the Carrier. Third parties processing the refunds might deduct handling fees from the refundable amount.
- b. Given the fact that the amount, method, and processing time of the refunds always depends on the Carrier, Kiwi.com cannot (and does not) guarantee the outcome and the duration of the refund recovery efforts. There might be cases where you don't have the right to a refund under the Contract of Carriage or the applicable law. In such a case, we will let you know that the booking is not refundable. Unfortunately, we don't know this before we try so before ordering this type of Refund Handling Service, you should check your Contract of Carriage if you have the right to any refund. We will keep trying to claim the refund for 6 months after your request. If we do not receive any refund or information about non-refundability from the Carrier until then, we will consider it as non-refundable and inform you about the fact. However, you can try

claiming the refund with the Carrier yourself, and if we receive any refund after this period, we will still refund you in accordance with the conditions of this Policy.

c. If your Itinerary consists of multiple Carriages and you order a Refund Handling Service, we reserve the right to wait until we receive all of the refundable amounts from the individual Carriers before we send you a refund.

3.5.4 Special cases — Upfront payment of refunds

a. In some cases, even if you did not buy the Kiwi.com Guarantee during the booking process, we reserve the right to offer you a special type of Refund Handling Service where we refund you the Reservation Price or its part before we receive any refund from the Carrier in consideration of you assigning your rights, titles, and claims against the Carrier arising in connection to the canceled Carriage to Kiwi.com. The conditions set out in Art. 3.5.2(c) apply accordingly. The refund may also be done in the form of the Kiwi.com Credit under the conditions set out in Art. 3.5 of this Policy.

b. The offer may also be time-limited. In such a case, you agree that upon expiry of the offer, Kiwi.com may give you the refund in Kiwi.com Credit, upon which the assignment according to the Art. above shall take place. You have an option to reject the offer even after the expiry of the offer and after the Kiwi.com Credit is added to your account. However, you will lose the option to reject the refund if you use any of the refunded Kiwi.com Credit.

c. If you reject the offer, your case shall be treated under the condition of the standard Assisted Refund Service according to Art. 3.5.3 of this Policy.

4. Refund in Kiwi.com Credit

4.1 Kiwi.com Credit is governed by the Section 8 of the General Terms.

4.2 In case of any monetary payment to which you would have the right under this Policy or the General Terms based on your order of any type of the Refund Handling Service, including the Cancellation Service, Kiwi.com shall have the right to offer you a choice between a refund via your original payment method or Kiwi.com Credit of an equivalent or higher value and the equivalent currency. The offer may also be time-limited. In such a case, you agree that upon expiry of the offer, Kiwi.com may give you the refund in Kiwi.com Credit. In that case, you will continue to have the option to exchange the received Kiwi.com Credit for a monetary refund by contacting our customer support team until you use any of the awarded Kiwi.com Credit or until it expires.

4.3 Where you paid with the Kiwi.com Credit, you will be refunded in the Kiwi.com Credit of the equivalent value and currency.

4.4 The refund in Kiwi.com Credit awarded according to the Art. 4 shall be considered as equivalent to any potential monetary refund, and by refunding you in Kiwi.com Credit, any obligation to pay the monetary refund shall be considered as fulfilled.

5. General Provisions

5.1 Proactive refund recovery. Generally, we shall not initiate the recovery of any refunds for a canceled Carriage from the Carrier without your prior confirmation of the order of the Refund Handling Service. However, in some cases, recovery of the refund may be significantly more difficult, or even impossible, after the expiration of certain periods set contractually by the Carrier or other involved parties (e.g. banks involved in the transaction). If such a situation occurs, we may, at our sole discretion, initiate the recovery of a refund

without your prior confirmation using any method we see fit. For such cases, you give Kiwi.com authorization to a similar extent as defined in Art. 3.2 of this Policy.

5.2 Alternative payment method. In case you are entitled to receive a monetary refund in accordance with this Policy or the General Terms but we cannot send it back to the payment method which you used to pay to us (e.g. because the used payment method is no longer accepting refunds), we will send you a request to fill in an alternative refund method. Unless you react to this in a period specified within the request, we reserve the right to refund you in Kiwi.com Credit in the equivalent amount. If you request a bank transfer, regardless of the currency of your original payment method, the bank transfer will be conducted in euros and the eventual conversion will be handled by your bank.

5.3 Costs of lost chargebacks. In case you try to recover any amount you paid to us through the chargeback system with your bank, and you subsequently lose the chargeback, i.e. your chargeback request gets denied, we shall have the right to reimbursement of any costs and fees which we were obligated to pay to defend ourselves against such unsubstantiated chargeback requests. Any such amount will be set off against any amount payable to you.

5.4 No-Show Carriages. If you do not use a Carriage in your Booking that a) has not been canceled by the Carrier, b) does not fall under the Kiwi.com Guarantee as described in Section 6 General Terms, and c) you did not order the Cancellation Service as described in Art. 5.4 General Terms, you hereby authorize and instruct us to request and collect any refund for the specific Carriage (including the refund for any airport taxes, local taxes, or surcharges constituting the part of such fare) on your behalf from the respective Carriers (**"No-Show Refund"**) to a similar extent as defined in Art. 3.2 of this Policy. Because we want to make sure that you can claim these refunds yourself if you want to, this authorization shall only become valid after 10 months from the date of confirmation of your Booking. You hereby agree that for the processing of these No-Show Refunds, we shall charge you a fee amounting to €59 (or an equivalent amount in the currency of your Booking) for every Carriage. This fee shall be set off against the amount recovered from the Carriers. Should the fee exceed the total recovered amount, we shall waive the exceeding amount.

5.5 Unsolicited refunds. If we receive a monetary refund for any of your Carriages from the Carrier, even if you did not order any Refund Handling Service, we will proceed in accordance with Art. 4.2 of this Policy.

5.6 Applicability. This Policy shall apply from January 15th, 2024