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Virgin Australia Guest Compensation Policy



Due to the current unprecedented situation regarding COVID-19 (coronavirus), your right to obtain a refund or compensation in respect of flight cancellations may be impacted during this time. We have created a dedicated page to let you know how we can assist you during this time. You can access the page [here](#). The ACCC has also published some information for consumers about COVID-19 (coronavirus). You can read this [here](#).

1. Purpose of this policy

Our priority as a business is to get you to your destination safely and on time, having experienced our exceptional service. The safety of our passengers and crew is our paramount concern.

The nature of flying is inherently uncertain, and there are many factors involved in getting a flight safely into the air, some of which are within our control but some which are outside of our control. For these reasons, there are occasions when we need to make changes to our flight schedules. Our schedules and flight times are estimates; we do not guarantee schedules or flight times and they do not form part of your contract with us. This Policy sets out the compensation and assistance we will provide to you where your flight has been delayed or cancelled.

You may also have additional rights (including under the Consumer Guarantees in the Australian Consumer Law, for example) where your flight is delayed or cancelled and we cannot accommodate you on to a new service within a reasonable time. The Consumer Guarantees give consumers certain rights in relation to the products and services we supply which we cannot exclude, restrict or modify. Please see our [Consumer Guarantees page](#) for more information on your rights under the Australian Consumer Law.

The information provided in this Policy is not intended to be an exhaustive statement of your rights under the Australian Consumer Law, and you may be entitled to a refund or compensation in additional circumstances and for costs not specifically listed in this Policy in the event we delay or cancel your service.

2. When does this policy apply?

You may be entitled to the assistance set out in this policy where you have a confirmed and/or ticketed reservation on a Virgin Australia flight and we need to make a change to your reservation before or on your day of travel.

3. What happens if VA cancels or changes the timing of my flight prior to the day of travel?

- > If we need to change or cancel your flight prior to your travel date, we will either contact you or your travel agent will contact you using the contact details provided in your booking (which may be by phone, text or email) to advise you or your nominated booking contact of the change to your flight details.
- > If the new flight time is not suitable to you:
 - o You can contact our [Guest Contact Centre](#) or your nominated travel agent to request a different flight time. We will use our best efforts to move you to another Virgin Australia service which is acceptable to you without charge.
 - o If we cannot make suitable alternative arrangements, you may request a Travel Bank credit or a refund of the total price you paid for your impacted flight by contacting our [Guest Contact Centre](#) or your travel agent
- > You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.

4. What happens if VA cancels or changes the timing of my flight on the day of travel?

- > If we need to change or cancel your flight on your day of travel, we will notify you of the disruption as follows:
 - o For delays within 2 hours (domestic flights) and 4 hours (international flights) of your original scheduled time of departure, the airport will make an announcement that your service has been delayed. This information will also appear on our Flight Information Display (FID) screens at the airport.
 - o For delays more than 2 hours (domestic flights) and 4 hours (international flights) from your original scheduled time of departure, we will contact you by text message or email using the contact details you have provided.
 - o For flight cancellations, we will contact you by text message, phone call or email using the contact details you have provided to advise you of your new service details.
- > In the event we need to cancel your scheduled service, we will move you to the next available Virgin Australia service to the same destination without charge. If the new flight time is not suitable to you:
 - o There may be some circumstances where we will seek to transfer you to a service to the same destination operated by another carrier, if this is suitable to you.
 - o If we cannot make suitable alternative arrangements, you may request a Travel Bank credit or a refund of the total price you paid for your impacted flight by contacting our Guest Contact Centre or your travel agent.
- > In the event we need to delay your scheduled service and your new flight time is not suitable to you:
 - o There may be some circumstances where we will seek to transfer you to a service operated by another carrier to the same destination if this is suitable to you.
 - > If the delay is for 2 hours or more, we may try to move you to next available Virgin Australia service to the same destination without charge.

- › If we cannot make suitable alternative arrangements, you may request a Travel Bank credit or a refund of the total price you paid for your impacted flight by contacting our Guest Contact Centre or your travel agent.
- › Where we have delayed or cancelled your service to conduct unscheduled aircraft maintenance, because of a crew shortage or some other event that is within our control, we will use our best efforts to provide you with meal vouchers at 2-hour intervals while you wait at the airport.
- › You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.

5. What happens if VA denies me boarding (for reasons other than my conduct)?

- › On rare occasions we may request for volunteers to move to a later flight. If we do not get any volunteers, we may need to involuntarily move you to a new flight to the same destination.
- › If this occurs, we will move you to the next available Virgin Australia service. If your new flight is more than 2 hours from your original scheduled time of departure but you choose to accept your new flight, we will also provide you with a credit (other than if you are delayed in the USA, see below) for your inconvenience as follows:
 - \$50 for domestic and international short haul flights; and
 - \$250 for international long-haul flights where you are delayed in Australia or Hong Kong.

If the new flight time is not suitable to you, you may request a Travel Bank credit or a refund of the total price you paid for your impacted flight by contacting our [Guest Contact Centre](#) or your travel agent.

- › You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.
- › For flights between Australia and the US, we will provide you with assistance and compensation in accordance with the requirements of the [US Denied Boarding Legislation](#).

6. What happens if VA downgrades me from the cabin class I originally purchased?

In the rare event we downgrade you from the cabin class you originally purchased to a lower cabin class, you may request a refund of the difference between the fare class you paid for and the fare class you travelled in by contacting our [Guest Contact Centre](#) or your travel agent. The fare difference will be calculated based on the price of the equivalent fare at the time you made your booking.

7. What happens if an ancillary product or service I've purchased is not available (for example Economy X)?

In the event we do not provide you with the product or service you paid for and this failure is not due to your act or omission (for example, you will not be entitled to receive a refund if you breach the terms and conditions applicable to a service which results in us failing to provide you with the service). You may request a refund of the amount you paid for the product or service in accordance with the procedure outlined in the terms and conditions for that product or service.

8. Claims for reasonable costs

In addition to the reasonable costs we will reimburse as outlined below, you may also be entitled to reimbursement of additional costs if the delay or cancellation constitutes a breach of the [Consumer Guarantees](#) under the Australian Consumer Law. Please see our [Consumer Guarantees](#) page for more information.

If Virgin Australia delays or cancels your flight due to factors within its control and as a result you are delayed overnight while you wait for your new Virgin Australia service, you will be entitled to claim under this Policy for the following:

- › The reasonable cost of hotel accommodation (if you are not at your home port and if we do not organise accommodation for you) up to \$220 per room per night;
- › The reasonable cost of airport transfers (for example, taxi, Uber, train, ferry or bus);
- › Reasonable meal costs (up to \$50 per night per person if you are not at your home port); and
- › Cost incurred for reasonable personal items (if you are not at your home port).

In addition, if you are delayed for 2 hours or more at the airport, we will provide reasonable meal costs for the duration of your delay at the airport (if we do not provide you with meal/refreshment vouchers).

Virgin Australia considers the following matters to be within its control:

- › Crew shortages;
- › Unscheduled aircraft maintenance or other engineering issues;
- › Malfunction of Virgin Australia IT infrastructure (other than malicious attacks);
- › An aircraft has been overbooked;
- › You are denied boarding (either voluntarily or involuntarily) for reasons other than your conduct on your day of travel;
- › You miss your connecting Virgin Australia flight because we delayed or cancelled a flight for one of the above reasons; or
- › We decide to stop operating services on a specific route for commercial reasons.

Your claim should be submitted by contacting our [Guest Relations Team on our Online Feedback Form](#) in the first instance. Please keep receipts for all amounts you are claiming. We will not be able to reimburse you for any reasonable expenses if you are not able to provide us with evidence to our reasonable satisfaction that you incurred these costs. Where possible, you should take steps to mitigate costs or expenses you may incur.

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