



Submission - Aviation Consumer Protections Charter

October 2025

About Us

CHOICE

CHOICE is the leading consumer advocacy group in Australia. CHOICE is independent, not-for-profit and member-funded. Our mission is simple: we work for fair, just and safe markets that meet the needs of Australian consumers. We do that through our independent testing, advocacy and journalism.

To find out more about CHOICE's work visit www.choice.com.au/campaigns

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Introduction

CHOICE welcomes the Government's consultation on the new draft Aviation Consumer Protections Charter and the proposed establishment of the Aviation Consumer Protection Authority (ACPA). These are long-overdue reforms to fix a system that has left too many consumers stranded, out-of-pocket or ignored.

The COVID-19 pandemic exposed significant flaws in Australia's aviation system. People were left chasing refunds, stuck with useless credits, and facing endless confusion about their rights. It is critical that the Charter is able to protect consumers going forward, no matter the circumstances.

CHOICE has been advocating for stronger consumer protections in the Aviation Sector for over a decade. Our 2021 Report, *Consumer Protection for Australian Travellers: a plan for clarity, consistency and fairness*¹, recommended key reforms now reflected in the proposed regime, including:

- clear rights to refunds, and
- stronger rules around the provision of travel credits.

While the proposed Charter is a significant step forward, CHOICE remains concerned that many travellers will miss out on crucial protections. To deliver genuine protection, the Charter must ensure consumers:

- have clear rights for all cancellations, not just those that occur within 7 days of the scheduled departure date;
- receive all necessary refund information at the time of booking,
- are told the reason for delays when they occur,
- can have unused credits refunded upon expiry; and
- clear entitlements for damaged baggage

CHOICE has lodged a separate submission in relation to the new Aviation Consumer Ombuds Scheme. This submission responds to the consultation on the Aviation Consumer Protections Charter.

¹ CHOICE, July 2021, "*Consumer Protection for Australian Travellers: a plan for clarity, consistency and fairness*" accessed at: <https://www.choice.com.au/consumer-advocacy/submissions-reports-complaints/2021/report-on-fairer-consumer-protections-for-australian-travellers>

Recommendations

The Charter should:

- Include clear requirements that refund and other remedy information be provided at the time of booking;
- Require airlines to provide a short, standardised statement informing the consumer about the Charter and consumer guarantees;
- Include the right to cancel or change a booking free of charge within 24 hours of a booking made seven days or more prior to the flight departure;
- Include a requirement that airlines clearly inform consumers when booking and prior to check in if the credit card used for purchasing the flight must be available at check in;
- Stipulate that airlines must inform the consumer of the reason for the delay or cancellation, whether it was within or outside of the airline's control and what remedies are available as a result;
- Include a requirement that all refunds provided are given without any deduction of fees and charges;
- Apply to all cancellations, not just flights that are not operated within 7 days of the scheduled departure time.
- Require all credits to be converted to an automatic refund after the 36 month expiry;
- Require airlines to take all the reasonable steps necessary to ensure the consumer receives the refund;
- Have a section dedicated to the explanation of entitlements of food and drink vouchers;
- stipulate that food and drink vouchers must be reasonably priced, factoring in the length of delay and cost of airport food and drink;
- Provide further details and clarity regarding what constitutes damaged baggage that would be eligible for reimbursement;
- Include reasonable timeframes in which a complaint regarding damaged baggage can be made;
- Stipulate that consumers without a receipt would still be eligible for a reasonable amount of compensation for damaged baggage;
- Include a requirement that airlines and airports proactively identify complaints;
- Provide stronger guidance around customer service standards such as requiring callback services, in customer service statements;
- Include both inbound and outbound international flights within the scope of the Charter;
- The Consumer Protection Framework should include a compensation scheme similar to the European Union Compensation Scheme EC261.

New CHOICE supporter survey reveals gaps in the Charter

CHOICE ran a supporter survey in October 2025 to see what it has been like to fly in Australia in the last 12 months. We ran a similar survey back in 2023. 4447 people responded to our survey and shared stories of cancelled and delayed flights that derailed plans with airlines failing to provide timely refunds or clear communication around rights to remedies.² These experiences highlight how important it is that the new suite of aviation reforms proposed by the Government are fit for purpose and designed to protect consumers when they fly. CHOICE's submission will address and make recommendations regarding some of the gaps identified in the Charter through survey responses.

Booking information requirements

CHOICE supports the Charter's proposed requirements on information that should be provided to the consumer at the time of booking. Booking information requirements can be further strengthened by ensuring airlines communicate rights to remedies at the time of booking and allow consumers to make changes within 24 hours of making a booking.

Rights to remedies should be conveyed at the time of booking

At the time of booking, it is often currently unclear to consumers what rights to a refund or other remedies they would have when the airline is unable to provide the service. The Charter does not address this gap. Airlines should be required to clearly outline, before purchase, what remedies are available if the service is not supplied or delayed.

Airlines should also be required to provide a short, standardised statement informing the consumer about the Aviation Consumer Protections Charter and consumer guarantees and that these rights can't be limited by the airline. This statement could be designed by the ACPA, similar to wording the ACCC, together with the state and territory consumer protection regulators have developed for retailers to provide to consumers to inform them of consumer guarantees with regards to refunds and extended warranty information.

Recommendation

1. The Charter should include clear requirements that refund and other remedy information be included at the time of booking.
2. The Charter should require airlines to provide a short, standardised statement informing the consumer about the Charter and consumer guarantees.

² CHOICE, 2025, October Travel Survey (n=4447)

The Charter should allow consumers to cancel or change a booking within 24 hours of making the booking

Consumers should have the flexibility to change or cancel their booking within 24 hours of making the booking. This would save people from paying excessive fees when genuine mistakes are made, such as an error in the name or date of departure.

Our 2025 travel survey revealed that 50% of people that were charged a change fee were charged between \$50 - \$100 and a further 17% were charged between \$100 - \$200.³ These charges could add up quickly for a booking involving multiple people - such as a family – especially when the fix is minor.

In the USA, airlines are required to allow customers to cancel or change a booking free of charge within 24 hours of the booking made and when it is made seven days or more prior to the flight departure.⁴ Implementing a policy like this in Australia would help consumers avoid unnecessary fees when mistakes are made.

The Charter proposes that airlines provide reasonable corrections of booking errors free of charge which CHOICE supports, but the Charter should also provide consumers with the peace of mind that even errors to dates and times of travel can be corrected without additional fees within 24 hours of the booking being made. The consumer may have to pay for any difference in the fare, but they should not have to pay a change or cancellation fee.

Recommendation

3. The Charter should include the right to cancel or change a booking free of charge within 24 hours of a booking made seven days or more prior to the flight departure.

Check in and boarding requirements

CHOICE supports the proposed check-in and boarding requirements.

These obligations could be strengthened by including a disclosure requirement for bookings made with credit cards. We have heard of cases where consumers have purchased a flight using their credit card and then find that when they arrive at the airport to check in, their credit card is requested for verification. In some cases this has created complications for consumers where they may not still have the credit card used to purchase the flight or simply did not bring it or proof of it on their journey. CHOICE recommends that airlines be required to clearly inform consumers at the point of purchase and prior to check in that they may be required to present their credit card when checking in, if this is the policy of the airline.

³ CHOICE, 2025, October Travel Survey (n=18)

⁴ US Department of Transportation, 'Guidance on the 24-hour reservation requirement', accessed at: <https://www.transportation.gov/airconsumer/notice-24hour-reservation>

Recommendation

4. The Charter should include a requirement that airlines clearly inform consumers when booking and prior to check in if the credit card used for purchasing the flight must be available at check in.

Flight disruption, unreasonable delay, cancellation requirements

CHOICE previously raised serious concerns about earlier requirements for flight disruption, unreasonable delay and cancellation. We are pleased that a number of our recommendations have been incorporated in the updated version of the Charter.

CHOICE welcomes:

- the introduction of the 14 day refund requirement;
- clear rights to re-book or receive a refund when a flight is delayed or cancelled, regardless of whether it was within and outside of the airline's control; confirmation that it is up to the consumer to choose their remedy for unreasonable delays and cancellations and that access to a refund is one of those options.

These are significant improvements. However, CHOICE reiterates that introducing a compensation scheme similar to the European Union Compensation Scheme would help reduce flight delays and create a simpler, more efficient remedies process, and potentially reduce the number of cases that need to proceed to external dispute resolution.

The introduction of set compensation amounts would be simpler and more efficient

It is positive to see the Charter address the circumstances in which a refund, food or accommodation must be provided, but CHOICE recommends introducing fixed cash compensation in addition to these requirements.

The European Union compensation scheme (EC261) provides consumers with an entitlement to compensation for delays of 3 hours or more. The amount of compensation is tiered based on the delay and the type of flight. There are also conditions on whether it is a flight to the European Union or not and whether the flight distance is under 1,500km, between 1,500km and 3,500km, or over 3,500km. Compensation for delays ranges from €250 to €600 based on these conditions.⁵

In Australia, consumers may be entitled to additional compensation under their consumer guarantee rights, but these rights can be ambiguous and difficult to enforce. Introducing a

⁵ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (Text with EEA relevance) - Commission Statement. Accessed at: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A32004R0261>

compensation scheme similar to EC261 would be much simpler for both consumers and airlines as it would prevent any ambiguity or interpretation in the delivery of compensation for delayed or cancelled flights.

Recommendation

5. The Consumer Protection Framework should include a compensation scheme similar to the European Union Compensation Scheme EC261.

Consumers should be informed of the reason when their flight is cancelled or delayed

The Charter establishes that consumers are entitled to food and accommodation vouchers for a flight that is delayed or cancelled within the airline's control. Section [3.a.ii](#) of the Charter also requires airlines to inform consumers of the reason for the disruption, this should also specifically state whether the reason for the disruption was within or outside of the airline's control – as this will help establish if the consumer is entitled to food and accommodation vouchers. This communication should also specify what remedy they are entitled to receive as a result of the delay or cancellation.

50% of CHOICE supporters told us that no reason was given by the airline when their flight was cancelled.⁶ One supporter shared their experience:

“A few years ago we flew with Jetstar and our flight was cancelled for no given reason, next available flight 3 days away. There was no compensation of any kind offered or implied: we will NEVER fly Jetstar again. That cancellation cost us \$800 when we crossed the floor (Sydney) and purchased tickets on Virgin.”⁷

Recommendation

6. The Charter should stipulate that airlines must inform the consumer of the reason for the delay or cancellation, whether it was within or outside of the airline's control and what remedies are available as a result.

A full refund should be provided without any fees

CHOICE supporters have shared experiences of times when they have been charged a fee for accessing a refund. One CHOICE supporter shared their experience with Virgin following a cancelled flight:

“Whilst driving from Gold Coast (at 5.30am) to Brisbane to fly to Sydney - Virgin rang & cancelled my flight. No reason given. Said they couldn't get me on a flight until 8pm. I said that doesn't work for me (travelling to see dying mother in Wollongong). I demanded

⁶ CHOICE, 2025, October Travel Survey (n=444)

⁷ Respondent to CHOICE 2025 Travel Survey

a refund, which they gave me but deducted change fees. Only option was to fly Qantas. Booked QF flight which cost nearly \$1000. Got to airport & that QF flight was delayed by 4 hours. I missed the train to Wollongong & missed picking up my car hire because the office closed.”

The Charter should include a requirement that all refunds provided when flights are cancelled are given without any deduction of fees and charges. The Charter currently states that a full refund should be provided including taxes, fees and additional charges paid. CHOICE supports this position but it should be clear that airlines cannot deduct any amount from the refund, such as change fees.

Recommendation

7. The Charter should include a requirement that all refunds provided are given without any deduction of fees and charges.

The definition of cancellation is too limited and unclear

The Charter defines a cancellation as a *“a scheduled air service with a specific flight number to be operated between a specific origin and destination on a specific date which is not operated less than 7 days of the scheduled departure time”*.

The specification around 7 days is unfairly restrictive. Consumers should be entitled to choose a remedy - such as a refund or re-booking - regardless of when the cancellation occurs. Limiting these rights to cancellations made within 7 days prior to the scheduled departure time leaves significant gaps in protection, particularly in Australia where flights are often booked well in advance.

When flights are cancelled weeks or months before departure, consumers may face much higher costs when making alternative arrangements. Restricting remedies to the final seven days risks penalising travellers who plan ahead.

The experience during COVID-19 highlights this. Many airlines cancelled flights with many weeks or months’ notice, particularly where entire routes were suspended due to border closures or lockdowns. While entitlements to food and accommodation vouchers may be less relevant in those cases, clear and automatic rights to refunds were what consumers needed.

The seven-day rule also creates a loophole that could be exploited. An airline could avoid its obligations under the Charter simply by cancelling or rescheduling a flight eight or more days before departure. This would allow the airline to withhold a refund or limit remedies, even though the consumer has lost the service they paid for. Such a definition could encourage strategic cancellations timed to reduce airlines’ responsibilities rather than to serve passengers’ needs.

If this restriction remains on the definition of ‘cancellation’, a significant number of consumers will miss out on the clarity of remedies provided in the Charter, and will instead need to rely on remedies provided by the airlines’ individual policies, or pursue a consumer guarantee remedy, resulting in confusion and inefficiency.

Consumers book specific flights for specific times and if that flight is cancelled at any point the consumer should be able to access any remedy such as a refund, irrespective of what options are made available to rebook. The Charter should not include the stipulation that a cancelled flight is one which is not operated within 7 days of the scheduled departure time.

Recommendation

8. The Charter should apply to all cancellations, not just flights that are not operated within 7 days of the scheduled departure time.

Credits should automatically convert to refunds when expired

The draft Charter has established the conditions for credits stating that they must have a 36 month expiry, a condition that CHOICE supports. However, credits should convert to refunds if not used before expiry.

Flight credits should be automatically converted to a refund at the end of the 36 month period and be issued back to the consumer within 14 days. The consumer should not have to take action to receive this refund as the airline has the responsibility to ensure the money is returned to the consumer. The Charter should require the airline to make reasonable attempts to contact the consumer and arrange the refund, particularly if the original form of payment is no longer available to receive the refund automatically. If a refund cannot be processed, the credit should not expire.

Recommendation

9. The Charter should require all credits to be converted to an automatic refund after the 36 month expiry; and
10. The Charter should require airlines to take all the reasonable steps necessary to ensure the consumer receives the refund.

Food vouchers should be more clearly explained in the Charter

CHOICE welcomes the Charter’s determination that food vouchers should be provided for a range of circumstances when a flight is disrupted, unreasonably delayed or cancelled. The Charter should go further and provide a dedicated explanation on what food and accommodation vouchers that a consumer would be entitled to, rather than a footnote, to ensure it is clear to a consumer what exactly they are entitled to.

The amount provided through a food and drinks voucher should be reasonable, reflecting both the period of the delay and the average prices of food and drinks available at the airport – with consideration for the fact that the cost of food and drinks in airports are usually inflated above average prices. The Charter should consider all of these factors when establishing the guidelines for food and drink vouchers offered when a flight is disrupted, unreasonably delayed or cancelled.

Recommendation

11. The Charter should have a section dedicated to the explanation of entitlements of food and drink vouchers.
12. The Charter should stipulate that food and drink vouchers must be reasonably priced, factoring in the length of delay and cost of airport food and drinks.

Baggage requirements

CHOICE is supportive of the changes that have been made to the requirements around baggage in the Charter and supports the right to reimbursement after 21 days of a bag being lost. The Charter should provide some further clarity around what constitutes damage, how long a consumer has to report the damage and what the consumer can do if they do not still have a receipt.

The Charter should provide clarity on what damage would be eligible for reimbursement

The Charter could be improved by providing more details around what constitutes damage to baggage. The Charter provides a list of examples of how a bag can be damaged, where the airline would not be required to compensate the consumer. However, it does not provide the same clarity for what damage to the baggage would require the airline to compensate the consumer.

The list of what would not be considered damage eligible for compensation leaves considerable room for interpretation by the airline. For example, the Charter states that some scratches, dents, handles, external items missing from bag e.g. wheels, could be associated with expected wear and tear, but no limitation is provided for that wear and tear. If a consumer was to receive their bag back without wheels, they would understandably seek compensation as the bag would no longer be fit for purpose. Yet, if both the airline and the consumer were to look for guidance from the Charter it would be unclear if the consumer was entitled to compensation or not.

CHOICE recommends the Charter provide further clarity and detail on what damage would be entitled to compensation to ensure that consumers expectations are clear when it comes to possible compensation and that there aren't any gaps that airlines could exploit.

Recommendation

13. The Charter should provide further details and clarity regarding what constitutes damaged baggage that would be eligible for reimbursement

The Charter should outline the timeframe in which a complaint regarding damaged baggage can be made

The Charter should provide consumers with clarity on how long they have to make a complaint if their baggage is damaged by the airline. CHOICE has heard from some supporters who were either refused compensation or struggled to access compensation for damaged bags as they either took too long to lodge their complaint or were unable to make the claim directly at the airport. Two CHOICE supporters shared their experiences:

“Flight delayed then more than 50 minutes waiting for checked baggage at Perth airport. Then there was an alarm to evacuate Perth airport before our damaged bag came out. More than 2 hours outside Perth t4 with thousands of people waiting to be allowed back in to collect bag or board delayed flights. The bag which was severely damaged by Qantas. We were given no advice... No staff available to complain about damaged bag... Several emails over two weeks whilst overseas on holiday Qantas offered \$125 compensation. However, not until after every email explaining why we didn't report damaged bag at Perth airport because of evacuation Qantas staff finally properly read our email and gave measly compensation”⁸

“Unfortunately I flew with JetStar to WA. They damaged my suitcase but as I didn't make a claim within 3 days they are not responsible! There was no one at Busselton airport to report it to either.”⁹

Consumers should be provided with a reasonable amount of time to make a complaint regarding damaged baggage as there may be many reasons why a complaint can not be made at the airport or within 3 days of the damage occurring. The Charter should include reasonable timeframes around complaints regarding damaged baggage within the Charter.

Recommendation

14. The Charter should include reasonable timeframes in which a complaint regarding damaged baggage can be made.

⁸ Respondent to CHOICE 2025 Travel Survey

⁹ Respondent to CHOICE 2025 Travel Survey

The Charter should clarify what the consumer can expect if they do not have a receipt

The Charter should also make allowances for cases where the consumer may no longer have the receipt for their damaged luggage. In these circumstances a consumer should still be entitled to reimbursement, which should be a reasonable amount that reflects the average cost of a new piece of luggage.

Recommendation

15. The Charter should stipulate that consumers without a receipt would still be eligible for a reasonable amount of compensation for damaged baggage.

Complaint handling

CHOICE welcomes the introduction of a new ombuds scheme, the proposed new regulator ACPA and the new complaint handling conditions that airlines and airports must adhere to within the Charter.

This suite of reforms could be further strengthened with a requirement on airlines and airports to take a proactive approach to identifying complaints. Within financial services there is a requirement that any expression of dissatisfaction made to or about an organisation where a response or resolution is explicitly or implicitly expected must be dealt with, including expressions made on social media pages.¹⁰

This is one way that airlines and airports can prioritise consumer satisfaction and improve trust in the aviation sector. A consumer should not have to go to great lengths to be heard when they have a complaint about their experience, they should be met where they are and this can be achieved when airlines and airports take a proactive approach to identifying complaints.

Recommendation

16. The Charter should include a requirement that airlines and airports proactively identify complaints.

Customer service statement requirements

In our previous submission, CHOICE shared the view that we do not support airlines or airports drafting individual customer service statements or charters as it will only confuse consumers. We are still of the view that the Charter should be the priority document made available to consumers for clear and consistent guidance on what rights a consumer has when flying.

¹⁰ Australian Securities and Investments Commission, Regulatory Guide 271, Internal Dispute Resolution, September 2021, pp.13 accessed at: https://download.asic.gov.au/media/3olo5aq5/rq271-published-2-september-2021.pdf?utm_source=chatgpt.com

If the customer service statements are to remain a key component of the Charter, CHOICE suggests that stronger guidance be required of the statements, such as the inclusion of minimum customer service standards like a callback service for periods of high demand to ensure that consumers do not have to face excessive wait times on the phone.

Recommendation

17. The Charter should provide stronger guidance around customer service standards such as requiring callback services, in customer service statements.

Scope

The consultation paper states that the government is currently, “*considering a range of factors in determining whether subordinate legislation should adjust the scope of coverage of international flights to include only outbound, not inbound, international flights by all airlines and/ or all international flights by Australian airlines.*” CHOICE strongly recommends that the government includes both inbound and outbound international flights, as excluding inbound flights would result in a significant gap in consumer protections.

CHOICE supports the inclusion of international inbound flights in the scope of the Charter. International travel represents a significant portion of travel for Australians and many inbound flights may not be covered by consumer protections available in overseas jurisdictions such as the European Union. Consumers on long international flights face some of the most disruptive and costly consequences when things don’t go to plan. Covering both inbound and outbound international flights would ensure that all passengers receive fair and consistent rights and would position Australia as a provider of best practice consumer protections.

Recommendation

18. The Charter should include both inbound and outbound international flights within the scope of the Charter.