



27 October 2025

Ms. Samantha Palmer
Department of Infrastructure, Transport, Regional Development, Communications and the Arts
GPO Box 594
CANBERRA ACT 2601
AUSTRALIA

By email: AviationConsumer@infrastructure.gov.au

IATA Response to *Aviation Consumer Protections* Consultation Paper – Subordinate Legislation

Dear Ms. Palmer,

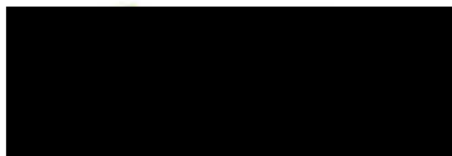
IATA again welcomes the opportunity to respond to the *Aviation Consumer Protections* consultation. This submission is being made on the assumption that our response to the primary legislation has been read and understood. As such, we will not be seeking to reiterate concepts that were set out in that submission.

IATA continues to believe that, despite its engagements with other jurisdictions indicated throughout the consultation paper, the Government has not considered the costs and unintended consequences of these schemes, which do not serve the interests of air passengers or the aviation sector that endeavors to serve those passengers. IATA and its member airlines strongly believe that the current lack of a Regulatory Impact Assessment, including the impact on airfares and cost to consumers, accompanying the proposals is a concern and we strongly encourage the Government to conduct such an assessment before the passing of any associated legislation. A failure to do so would be a disservice to the travelling public.

If such scheme is implemented, IATA strongly recommends that the Department conducts annual reviews to understand the progress and impacts of the scheme from all stakeholders, including consumers, to understand whether the scheme has been effective in achieving its goals of improving the air travel experience.

IATA's submission seeks to address these concerns, and we look forward to working further with the Department on the development of the Charter and the Ombuds Scheme prior to the publication of final proposals. Please feel free to email me at [REDACTED] to further discuss any aspect of our submission.

Kind regards,



Matteo Zanarini
Area Manager South West Pacific



Question Four

Does the proposed regulation of airline services, airport services and airport accessibility services cover the core elements of the aviation consumer experience? Are there any missing elements?

Education

IATA and its member airlines recognise the need to educate consumers on their rights and obligations during their journey. It is important that consumers and stakeholders alike are fully aware of and clearly understand what they can expect and also what is expected of them. IATA believes that informed consumers are empowered consumers. Indeed, if consumers are properly informed ahead of travel then it may not be necessary to mandate many other elements of the proposed scheme as consumers will have the ability to make informed choices.

In ensuring that consumers are educated on their rights, it is pertinent that consumers are also reminded of their *responsibilities* when travelling by air. This includes the simple things, like ensuring that one arrives at the airport with sufficient time and clears security where required, to behavioural responsibilities, such as following lawful instructions from airline and airport staff and treating staff and fellow passengers with respect. Airline staff regularly face abusive passengers (despite the provisions of the Montreal Protocol 2014¹ which Australia has not signed) in the air and on the ground. We encourage respect and discrimination-free behavior to be reiterated as a *mutual* requirement in any education piece.

Furthermore, while airlines will make every effort to ensure that passengers are well-informed throughout their air travel journey, it is equally important that other regulated and non-regulated entities involved in the travel ecosystem fulfill similar responsibilities. A coordinated approach across all stakeholders is essential to delivering seamless and transparent travel experience for the consumer. We do not believe this is clearly articulated in the Charter and note the omission of key parties as regulated entities in the proposed scheme.

We encourage the Department to consider the United Kingdom's Department for Transport Air Passenger Travel Guide² as a good example of an educational tool, as it clearly outlines a consumer's entitlements and duties. As a point of improving on this example, we would strongly encourage the Department to be firmer in its efforts to ensure that passengers are aware of the mutual obligations that exist when travelling by air to, from and throughout Australia.

"Airline agents"

IATA has reiterated on several occasions its concern on behalf of airlines about the inclusion of "airline agents" in the current draft, without said agents being held accountable for any errors they may commit. Airlines should not be held accountable for the actions of intermediaries in their issuing of tickets. Exonerating agents and intermediaries from accountability by regulatory instruments, regardless of whether they have a formal, binding contractual relationship with the airline, needs to be re-considered.

While airlines ensure that passenger contact details are properly stored at the time of the reservation, airline agents are guided by IATA Resolution 830d³, however they are not required under the same obligation. Resolution 830d is

¹ Protocol to Amend the Convention on Offences and Certain Other Acts Committed On Board Aircraft done at Montreal on 4 April 2014 (Montreal Protocol 2014). Available at:

https://www.icao.int/sites/default/files/secretariat/legal/CurrentListofParties/Montreal_Prot_2014_EN.pdf

² Air passenger travel guide (UK Department for Transport, 25 January 2024). Available at: <https://www.gov.uk/government/publications/air-passenger-travel-guide/air-passenger-travel-guide>

³ Resolution 830d, IATA Passenger Agency Conference Resolutions Manual (46th Edition, 1 September 2025). IATA. Available at: <https://www.iata.org/en/fmc-documents/66d008ff-94e1-4e26-bf5c-0e2b2c64ea56/>



a global standard that does not impose penalties on travel agents who fail to include passenger contact information in the Passenger Name Record (PNR). Moreover, Resolution 830d explicitly states that collection of such information must have the passenger's consent and be in compliance with any data protection directives or regulations. If a passenger exercises their right not to provide contact details, it is incumbent on the agent to indicate that the passenger has declined to provide such details in the PNR (notwithstanding any applicable privacy legislative instruments).

We find it concerning that airlines are expected to pressure airline agents, (deemed non-regulated entities in this legislation) into collecting passenger contact details, despite the absence of any formal obligation under existing ACL regulations. Should they fail to provide *accurate* details to the airline (e.g. some agents opting to instead provide *their* contact details), then the onus on the airline to contact the customer during any form of travel disruption becomes difficult and the passenger may remain unaware.

The consultation document makes numerous references throughout as to why certain bodies are included and excluded, with "formal and contractual [relationships]" being referenced throughout. Intermediaries, particularly those that are not IATA-accredited, possess no formal or contractual relationship with airlines, meaning that consumers bear the brunt of not being appropriately contacted should their chosen intermediary fail to provide any details and/or fail to provide accurate details with or without the consumers' knowledge.

The proposals outlined in the consultation document also fail to acknowledge the significant administrative burden such requirements would put on airlines, particularly in the absence of a clear mechanism to ensure or enforce airline agent compliance. It is therefore essential that the Charter explicitly states that if the contact details provided by the airline agent are incomplete, incorrect or do not belong to the passenger, through no fault of the airline, there should be no basis for a claim against the airline or complaint to the ombudsperson under such circumstances.

Non-regulated entities

IATA encourages the Department to also consider other aspects of the passenger journey, in addition to travel agents, that have not been included thus far. While acknowledging that these entities do not have direct relationships with consumers, they are a key part of the consumer journey and air travel experience. The potential financial burden on Government bodies such as Airservices Australia, Australian Border Force and the Department of Agriculture, Forestry and Fisheries, as well as security screening services and others, should not be used to justify their exclusion from the scheme given the scale of the impact that they have on the customer journey.

Moreover, as IATA has argued throughout the previous stages of this process, the primary focus of the Ombuds Scheme and the Charter should not be about penalties or sanctions but about ensuring that all entities are properly incentivised to meet appropriate standards of service quality and that they are accountable for doing so, including their impact on on-time performance. Should airlines and airports be liable for provision of remedies as part of this process, so too must Government bodies and any other business or service that forms a part of the customer journey.

As mentioned above, should the Government proceed to exclude these crucial stages of the passenger journey, it is important that the Charter articulates this exclusion and that delays or cancellations originating from these entities form no basis for claims against airlines.



Question Five

Do the proposed Charter standards reflect reasonable standards? Are there any operational or technical considerations that would affect the ability of airlines or airports to meet the proposed standards?

Reasonable Standards

The proposed Charter is very prescriptive, onerous and goes beyond standards in other jurisdictions and what many consider to be 'reasonable' standards.

While the Charter aims to strengthen consumer protections, several provisions require refinement to ensure they are both practical and operationally feasible. Key concerns remain on the need for a clear definition of "cancellation" and precise guidance on when the clock starts and stops for tarmac delays, as ambiguity in these areas could result in inconsistent application and passenger dissatisfaction.

As previously indicated in relation to baggage delays, the scheme should ensure that the provisions of Article 19 and Article 22(2) of the Montreal Convention⁴ are incorporated in line with Australia's treaty obligations as a State signatory, as this would streamline and standardise the handling of consumer claims for lost, delayed, or damaged luggage. The Montreal Convention sets clear limits on compensation and defines timelines for reporting baggage irregularities. By ensuring the scheme complies with the Convention consistent outcomes can be achieved in line with international law.

Voucher validity

We note in the consultation document that the Department is proposing a 36-month validity for any travel credits issued by airlines in response to any travel disruption (regardless of fault). This fails to acknowledge that a travel credit does not constitute a 'gift voucher', as impacted by the 1 November 2019 legislative change, as there has been no *purchase* of the travel credit, and it is a byproduct of a previous purchase (i.e. the initial purchase of the ticket). It is global practice⁵ that tickets are issued as valid for twelve months, and that any reissued or amended ticket must still fall within that twelve-month period; the same concept applies for any travel credits. As currently proposed, the requirement would put Australia out of step with global industry standards.

In considering voucher validity, it is pertinent that any vouchers for any remedy outlined in Table 4 of the consultation document issued to passengers during any delay be solely for use during the period of delay, and not for any future date.

Seating

The Department has not made a compelling case that there is a need to intervene in the matter of seating or related issues. There is no clear evidence that there is a problem to solve. IATA's experience is that current arrangements work well without regulation in the vast majority of cases.

⁴ Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May 1999 (Montreal Convention).

⁵ IATA Resolution 735 IATA Passenger Services Conference Manual (45th Edition, June 2025). Specifically paragraph 1: "The period of validity for tickets issued at one way, journey from point of turnaround shall not be commenced round or circle trip fares shall be one year from the date until on the (x)th day after such day of commencement of of commencement of travel, or, if the first flight coupon is travel; provided that where the minimum stay is indicated open-dated, and/or unused from the date of issue thereof."



As outlined in our previous submission, the seating examples provided fail to take into account an airline's need for operational flexibility to ensure safety whilst safeguarding passenger comfort. There are two factors that should be considered:

- Should there be a last-minute aircraft swap, a smaller aircraft in operation or a change to a passenger's journey, it is not feasible to have such seating requirements in place, as this would potentially further delay the passenger's journey.
- Aircraft load and balance are essential for safe and efficient flight operations. Proper seating and loading of passengers must ensure that the aircraft's weight is properly distributed so that the centre of gravity or ballast is within safe limits. Proper balance of the aircraft ensures that it remains stable and controllable, preventing issues like loss of control or increased stall speeds. Therefore, whilst all efforts are made by airlines to meet passenger seating requirements, for the safety of all passengers this may in some circumstances not be practical and therefore any reference to guaranteeing seating requirements should be removed.

Definitions

For the practicality of implementation, we request that the definition of a child is revised from being under 14 years of age to being under 12 years of age (i.e. before their 12th birthday). This is due to global standards and booking systems worldwide identifying a child as being between 2 and 11 years old (passengers that are any younger than 2 years old are considered as infants). This age threshold simplifies ticketing, pricing, and safety protocols as children under 12 years of age often require special assistance, whilst children over 12 are generally considered capable and fall under different policies.

Airlines are not required to collect passenger dates of birth during booking (and this is not something proposed as part of this legislation), it would be appropriate to amend the legislation to match the aviation sector's definition of a 'child' to ensure global compliance. As such, we recommend the proposed legislation matches the aviation sector's definition of "child".

Implementation

As in our previous submission, we reiterate our request for clarity in relation to how the legislation will work in relation to animals onboard aircraft should a passenger board and be seated near an animal against their wishes. A passenger who is allocated such a seat only upon boarding may potentially disrupt boarding processes and impact turnaround times.

Furthermore, should a passenger have paid extra for a specific seat but then they find that they are next to a passenger travelling with an animal, we query whether the airline will have to refund the seat fee under the proposed legislation which would have revenue consequences as well as constitute an administrative burden.

The requirement to provide food and drink vouchers after just a one-hour delay is impractical and fails to take into account the breadth of Australia's aviation network, as well as those operating to and from Australia. Accommodation should only be offered in cases of overnight delays, not during daytime disruptions. Proposals for personal items and carpark vouchers lack precedent in other similar regimes in other jurisdictions and could expose airlines to open-ended financial liabilities.

IATA is of the strong belief that the Charter should not seek to intervene in airline operational decisions at such a micro level and should focus on improvement in customer outcomes. Regulating and legislating aspects of the passenger journey in such intricate detail fails to consider the breadth of the aviation sector's safety and operational efficiency requirements.



Rebooking and Refunds

The obligation to offer rebooking or refunds after a three-hour delay, regardless of whether measured at departure or arrival, could trigger remedies even when passengers ultimately arrive on time via connecting flights. Overall, alignment with international standards and consideration of operational realities are essential for the Charter's successful implementation. For example, should a passenger be travelling from Australia to Country B, connecting on to a flight to Country C and their flight from Australia to Country B is delayed, it is entirely possible that they will still make their connection on to Country C and thus the arrival time at their final destination is not impacted by the delay to their first flight. Scenarios like this should be considered in relation to the proposed legislation surrounding rebooking for passengers should one flight on their itinerary face a delay, while they reach their destination on-schedule.

Question Eight

If different cost recovery levies are applied to regulated entities based on the nature or size of their operations, what metrics should be used to differentiate them?

Cost recovery should always be proportional to the Ombuds Scheme associated costs involved. We are concerned that, given the structure of this scheme, there is a great propensity to see costs spiral significantly, placing undue burden on regulated entities, particularly in scenarios where baseless complaints are lodged to the Ombuds Scheme and take time to process. IATA is of the strong belief that the framework should be subject to rigorous incentives that encourage cost efficiency. This would ensure that any related costs – however calculated - are kept as low as is tenable.

Challenges faced in the Canadian framework

In its drafted form, the structure is unnecessarily complex and bureaucratic, and the potential for inefficiencies is very obvious. Canada has shown how costs and complexity can spiral out of control. In our previous submission, we set out how the Canadian Transportation Agency (CTA) had hugely underestimated the costs associated with the APPRs and so we won't recreate the financial analysis here. However, understanding why costs escalated so much is important. It was due to a failure to account for the consequences of creating a quasi-litigious system where individual complaints take on the characteristics of legal cases with significant evidential requirements.

For example, it is not uncommon for airline evidence in response to a given complaint under the APPRs to run to 50+ pages – involving vast amounts of airline resource to compile the evidence and significant resource on the CTA side to review it. This situation arises in part because airline systems are very dynamic and are built around the need to support the airline operation and not with a view to creating a legal record. A final complicating factor in the Canadian framework is that the CTA is both the regulator and the enforcement body when it comes to the APPRs which causes a lack of scrutiny. Based on the current proposed legislative structure, there is a risk that this may be replicated in Australia.



Question Nine

For each of the duration/situation timeframes listed in Table 4 (1 to 3 hours, 3 to 6 hours, 6 to 12 hours and more than 12 hours) what are reasonable values for food and drink vouchers per meal, and how many food and drink vouchers should affected passengers receive?

Fundamental Concept

The subordinate legislation proposal, as it stands, suggests that the Government is delving deeply into details that should be outside the purview of the Government. Airlines should meet minimum standards, but this question (as it is being posed in an open consultation) suggests that the Department has not considered the breadth and complexity of airline operations, nor the ramifications of such intricate details that are being considered for legislation.

Value

To engage with the question as it is being asked, we wish to flag the underpinning challenges with being able to effectively deliver upon the remedies being proposed. It poses structural issues to indicate a blanket value, considering the breadth of airports in the Australian market (before even considering offshore ports). By way of example:

- Ports with food and drink that can be purchased (irrespective of size of port) have a broad range of pricing. This pricing cannot be simply allocated to 'larger ports being more/less costly', and thus it is not practicable to have either one fixed price for all ports, or indeed to have a scaled price based on the size of the port.
- Many small regional ports lack facilities where passengers can purchase food and beverages during any extended delays. Whilst some ports provide basic amenities, such as water, tea, coffee and snacks, making these terminals with limited infrastructure particularly vulnerable when compliance is required with the Charter.

It would be more practical to allow airlines to determine the most appropriate measure commensurate to the airport where the disruption occurs so that travellers can be appropriately catered for.

Delivery

There are risks, in the introduction of any such vouchers, that seeking to prescribe entitlements can be subject to legal challenge. By way of example, in the European Union, there have been cases where the definition of a 'refreshment' was contested with judgments getting into very granular detail⁶. For example, in one case brought before a German court the judge ruled that an Aperol spritz did not count as a refreshment while a beer could be allowable⁷. While this example may seem frivolous, we present it in order to highlight to the Department the risk that the application of seemingly innocuous provisions can become very complicated and result in the Department or the Ombudsperson making decisions on minutiae details, at considerable cost to both government and industry.

The proposed framework fails to take into account the breadth of Australia's aviation network, and indeed that of Australia's neighbours (should flights to Australia be included in the scheme). There are further risks in the execution of voucher provision that further delays will be incurred. By way of example:

- A rolling delay within the airline's control to a long-haul A380 flight departing Australia with 450 passengers moves over the one-hour mark. Under the proposed Charter requirements, the airline must:
 - provide all passengers with vouchers for food and drink

⁶ "Refreshment" as referred to in Article 9(1)(a) of 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 ("Regulation 261").

⁷ *Aperol spritz is not 'refreshing': court rejects reimbursement claim after flight delay*. As reported in Lexology. Available at: <https://www.lexology.com/library/detail.aspx?g=45efde5f-7000-4321-b996-e75ff25e92ad>



- Airport vendors may face a sudden influx of up to 450 passengers, straining their ability to serve food and beverages efficiently
- Ports served by widebody aircraft with less food retail options will find this issue further magnified given there will be less spread amongst vendors
- Passengers queuing at various food and beverage outlets may cause further flight delays, or even missed departure slots, if they are still waiting for their food or refreshments when airlines make their final boarding calls.
- A two-hour delay to numerous flights due to inclement weather in a regional port where aircraft and/or pilots without ILS capabilities are unable to land. The airport only has one food vendor. The wording used in this instance for the reason of the delay could be considered the fault of the airline. A possible scenario is:
 - Passengers are provided with vouchers for food and drink.
 - The sole vendor is oversubscribed given the unexpected volume of passengers and not all passengers are able to source food and drink. While airlines have fulfilled their obligations to provide vouchers, not all passengers would have been accommodated, with responsibility falling to the vendor who doesn't have onsite storage for excess supplies in case of such scenarios.
- Numerous flight delays at a major port as a result of a situation outside the airline's control, such as a major weather event or runway closure as a result of force majeure:
 - After three hours, passengers will be eligible to receive vouchers for clothing and toiletries. Based on the drafting of the Charter, passengers will technically be entitled to vouchers to purchase new garments as a result of a delay between three and six hours
 - During significant operational delays, the key concern should be ensuring that passengers remain in a comfortable environment and refreshed. Determining when the purchase of clothing is genuinely necessary is impractical, particularly at ports where the only available options are high-end or luxury retailers, or where there is limited selection (i.e. regional ports). Airlines have no control over the retail mix at airport terminals, and these outlets may not offer or be willing to offer appropriate or accessible clothing under such circumstances.
- An extensive delay at a regional port as a result of the operating aircraft hitting wildlife on arrival. The airport doesn't have the capability to tow the incapacitated aircraft off the runway, thus rendering the airport closed. Based on the Charter, this falls outside the airline's control and:
 - Passengers will be offered the option to rebook, as well as access to amenities and vouchers for clothing and toiletries
 - The regional port is small and does not have access to amenities and the nearest shop to provide clothing and toiletries is a significant distance away from the airport. The only other (impractical) option, in this instance would be to transport passengers to the nearest operational port by land and fly them from there; however, the proposed Charter does not accommodate for such solutions or flexibility to get passengers to their destination as quickly as possible.
- A late-night 3 hour delay to a flight within the airline's control. According to the Charter, this is considered within the airline's control. However:
 - Passengers are provided vouchers for food and drink
 - Given the late hour of the flight, most airport vendors are either closed or running low on supplies making it difficult to access suitable food and drink.
- An overnight delay occurs as a result of a crew member being assaulted on an inbound flight requiring replacement crew to be flown into a port which is not a crew base. Based on the drafting of the subordinate



legislation, this would technically fall within the airline's control as it is a safety concern for the *inbound* flight, but not the impacted flight:

- In a regional port during holiday season or major centres during large events, there may not be sufficient accommodation for all customers. Airlines are not simply able to hold room blocks in all ports in case of there being unforeseen circumstances, as this would not be practical for accommodation providers.
- A large international aircraft diverts to a regional port due to severe weather at the destination; thus, it is outside the airline's control. Based on the drafting of the subordinate legislation:
 - As this does not pertain to the aircraft's departure port, there are no specific guidelines or requirements.
 - The airline does not have any staff on the ground as they do not typically serve the port, and the flight and cabin crew are nearing their legally permitted working hours. The port does not have customs facilities, nor does the town have sufficient accommodation or food vendors capable of providing for passengers. Their ability to care for passengers is thus severely inhibited.

As indicated in our submission on the primary legislation, IATA is of the belief that there should not be remedies paid by airlines, and indeed airlines should not be liable when the event is outside of the airlines' control and they are not the root cause for a delay to a passenger's journey. This is a concept that has largely not been reflected throughout the draft legislation nor has the Department considered the impact of existing obligations under the Montreal Convention that airlines already comply with under their Conditions of Carriage (i.e. contract entered into with the passenger).

Conclusion

The primary and subordinate legislation, in their current draft formats, does not take into account the breadth of Australia's aviation network, and falters in their endeavours to be pragmatic and practical. IATA recommends the Department strongly reconsiders the structure of the proposed scheme for the benefit of consumers, airlines and the Government alike. We believe that there is a need for further consultation on both the primary and subordinate legislation. IATA and its members would welcome this further level engagement with the Department.