



AVIATION CONSUMER PROTECTIONS CONSULTATION

SUBMISSION TWO: SUBORDINATE LEGISLATION

Introduction

The Qantas Group (the **Group**) welcomes the opportunity to respond to the Aviation Consumer Protections Consultation Paper (September 2025).

As directed by the consultation paper, this submission focuses on the subordinate legislation (questions 4, 5, 8, and 9). This submission is intended to be read together with the Group's first submission (5 October 2025), as well the Group's submission to the "Aviation Industry Ombuds Scheme Consultation" (24 October 2024) and "Aviation Customer Right Charter Consultation (7 March 2025).

The Group supports the pursuit to ensure consumers are looked after when things go wrong, but we are concerned the Charter as presented in the consultation paper could inadvertently result in significant unintended consequences for the aviation industry and consumers.

Many of the proposed requirements appear to go beyond what is necessary to represent minimum consumer protection standards and are inconsistent with broader global aviation practice and/or will hinder operational performance. The current Charter provisions appear to use full-service carriers (**FSCs**) as the reference point for many of the proposed types of assistance, and do not account for the fundamental differences between FSCs and low-cost carriers (**LCCs**).

It is important to understand that while both FSCs and LCCs are focused on ensuring consumers depart and arrive at their intended destinations on-time and safely, consumers value choice:

- the value a FSC represents to a consumer is that they receive a service that goes above and beyond minimum standards through purchasing a traditional bundled service; and
- the value a LCC represents to a consumer is access to affordable air travel through offering lower base airfares and unbundled services, allowing the consumer to pay only for what they value.

For the consumer, in addition to ensuring they are looked after when things go wrong, it is also important they can still choose between FSCs and LCCs. Indeed, Jetstar's LCC model has democratised air travel in Australia and enables millions of Australians to travel every year.

The Charter as currently proposed will add complexity to an already highly complex industry and unnecessary costs. Airlines faced with these operational challenges and costs leads to either:

- an upward pressure on fares and erosion of the cost differential that makes LCC fares significantly lower than FSC fares; or
- operate less routes and/or frequency (which can lead to wider economic and social impacts, especially for regional areas); or
- reduce important investments, including fleet renewal, customer experiences and technology.





Requiring LCCs to adopt FSC service standards – and beyond in some cases – without FSC revenue models, risks making low-cost aviation economically unviable in Australia, resulting in reduced competition and consumer choice.

Ultimately, the impact on consumers broadly would be severe. Either Australian travellers face potentially substantially higher airfares (eliminating low-cost access to air travel for millions of price-sensitive consumers), or they lose route options and frequency (reducing connectivity, particularly to regional Australia). Both outcomes reduce consumer choice and competition in the aviation market.

In addition, making Australia an outlier globally by imposing requirements that exceed other international jurisdictions risks making Australia less attractive to existing and new entrant airlines, especially low-cost-carriers. This is significant given the aviation industry directly supports over 162,000 jobs in Australia, another 209,000 jobs through tourism, and represents around 4 per cent of GDP.¹

The Group therefore submits that:

- Remedies must be **disaggregated for events within versus outside of an operating airline's control**. Remedies for events within an airline's control should include full cash refunds. However, for events outside an airline's control, travel credit should be the primary remedy.
- The Charter should reflect **minimum** consumer protection standards (which preserves the ability for consumer choice to fly LCCs) that most consumers can reasonably expect.
- While we understand many of the requirements have been included to account for the **needs of vulnerable consumers**, this is **better handled by exceptions or compassionate policies**. This can help avoid overly prescriptive standards and provide appropriate flexibility to meet the needs of genuinely vulnerable consumers in accordance with the relevant circumstances.
- Confirmation and/or collection of contact details at **check-in is too late**.
- **Re-booking requirements should be limited to** those within which airlines have **existing agreements** with.
- The Charter and minimum levels of assistance must be **simple and easy to understand and apply for consumers and frontline staff** alike.
- It is important that a **regulatory impact assessment** is undertaken prior to the introduction of legislation, and provision be made to **review the Charter, its operation and costs** one year after its commencement.
- It is critical to **work with industry on the likely implementation timeline** required to operationalise any elements of the Charter, which may require a staged approach.

We remain committed to continue working with the Department of Infrastructure, Transport, Regional Development, Communications, Sports and the Arts (the **Department**) to develop and deliver a fair and effective aviation consumer protection framework and welcome further discussion on the matters raised in the Group's submissions.

A fair and effective aviation consumer protection framework should complement the common interest of consumers, the Government, and the aviation industry, in achieving:

- Improved customer experience when things do go wrong;

¹ ["The Values of Air Transport to Australia: The air transport sector significantly contributes to Australia's economy"](#) IATA (2023).



- Reduced delays and cancellations; and
- Sustainable and affordable airfares.

Submission Format

Set out below are the Group's more detailed responses to questions 4, 5, 8 and 9.

This is followed by:

- **Attachment A** - The Group's response to the proposed Charter – set out in “Appendix B: Draft Aviation Consumer Protections Charter” of the Consultation Paper.
- **Attachment B** - The Group's response to “Table 4: Minimum levels of assistance” in the Consultation Paper.
- **Attachment C** – The Group's suggested principles that could be included in the Charter relating to requirements for regulated entities to have an exceptional or compassionate policy and approach to protecting vulnerable consumers.



Consultation Paper Questions 4, 5, 8 and 9

Question 4 - Do the proposed Charter standards cover the core elements of the aviation consumer experience relating to the delivery of airline services, airport services and airport accessibility services? Are there any missing elements?

We welcome the additional detail and clarity of the Charter standards in this consultation paper.

Aviation is a complex ecosystem with a range of intersecting participants, all of whom have a role in shaping the experience of aviation consumers. If the framework only includes some participants and excludes others as regulated entities – as is currently proposed – the Charter would then necessarily miss core elements of the aviation consumer experience. See for example, the Group's submission dated 5 October 2025.

In addition, elements of airport experience appear excluded. Security screening, airport wayfinding requirements and provision of airport overnight facilities in the event of disruption are not captured in the current Charter provisions. For example, the previous proposed Charter included "Wayfinding will assist in the easy navigation of airports, through signage provided in multiple languages and formats, and buildings designed to assist those with accessibility needs". The Group would support the inclusion of these rights within the Charter and considers rights should be extended to all agencies providing aviation services – including third parties and contractors.

Question 5 - 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?

The Group has provided detailed feedback on the Charter and Table 4 by way of mark-up below and is prepared to provide the Department with relevant case studies to assist with the consideration of this feedback.

The Group notes there are some standards which impact operations and/or do not align with accepted global industry practice. In particular:

1. Remedies must be disaggregated for events within versus outside of an operating airline's control.

To incentivise improved aviation consumer experience and drive appropriate accountability, it is important the Charter standards differentiate fair remedies which relate to matters within versus outside of an airline's control. In respect of refunds for events outside of an airline's control, the proposed minimum standards will lead to significant incremental costs and could dilute the choice that consumers have today over the type of service and carrier they want to pay for.

In addition, under the proposed definition of what is "Outside an Airline's Control", the qualifying phrase "if it is incompatible with the safe operation of a flight" or similar is used. This potentially excludes what is otherwise legitimate, prudent and professional judgement that for safety reasons it may be *inadvisable* to fly and therefore inadvertently cause potentially perverse safety outcomes. The Group recommends:

- a. Amending the standard to "if it may interfere with the safe operation of a flight". It should also be made clear that the flight safety determination by the pilot-in-command must be respected and not subject to review except in cases of demonstrated bad faith or gross negligence – an important industry principle to ensure safety; or



- b. Consider the Air Passenger Protection Regulations (APPR) in Canada which further define “within an airline’s control” to differentiate situations which are required for safety purposes. For example, unforeseen events legally required to reduce safety risk to passengers, safety decisions made by the pilot and those made under an airline’s Safety Management System would also fall into this category.

In addition, the definition of what is “Outside of an Airline’s Control” is also missing some critical examples. These are set out in further detail in Attachment A below.

There are also significant operational challenges and barriers with the proposed provision of support. For example, provision of support for 1-hour delays (which timeframe is not the global industry practice), as well as complexities with any proposed re-booking on to non-partner airlines, including associated baggage and meal considerations which such airlines may not have provision for.

Finally, the proposed “50%” to define what may be considered the primary cause is not practiced anywhere else globally and is overly complex to substantiate or refute. The Group suggests following EU and Canadian jurisdictions which use a qualitative approach to show primary cause.

2. Defining minimum standards

Many of the proposed requirements appear to go beyond what is necessary to represent minimum consumer protection standards, are inconsistent with broader global aviation practice and/or will hinder operational performance. It will result in significant uplift in operational challenges and costs.

The minimum standards must account for fundamental differences between FSCs and LCCs, or risk eliminating the consumer choice that enables affordable air travel. FSCs can mitigate against assistance costs through bundled premium fares and existing infrastructure (hotel partnerships, catering agreements, airport lounge networks). LCCs operate on unbundled base fares with minimal infrastructure investment to deliver lower prices to consumers. Imposing identical service requirements without accounting for these different operating models would force fare increases across Jetstar’s network, eliminating the price differential that provides consumer choice and drives competition. The Group urges the Department to consider tiered requirements or adopt a true minimum baseline that allows FSCs to voluntarily exceed standards.

The Group strongly recommends:

- a. Within control remedies include full cash refunds; and
- b. Outside control includes rebooking and reasonable assistance, with travel credit as primary remedy and cash refunds only available in selected exceptional circumstances (see **Attachment B**).

Mandatory cash refunds for all outside-control events would create liquidity crises during mass disruptions (cyclones, airspace closures) and place significant upward pressure on airfares in order to hold additional capital reserves.

The rebooking requirements are operationally unworkable, especially for LCCs and must be limited to airlines with whom commercial agreements exist. Rebooking on competitor airlines requires booking walk-up fares significantly higher than LCC fares; manual processing taking 15-25 minutes per passenger; and immediate cash payment (no settlement agreements).



During mass disruptions, securing hundreds of competitor seats within 24-48 hours may be impossible. This requirement also incentivises competitors to maintain high walk-up pricing.

The Group strongly recommends limiting rebooking to own network, codeshare/interline partners, or where commercial arrangements otherwise exist.

The Group recognises several proposed minimum levels of assistance and requirements which the Charter establishes with the aim of protecting particularly vulnerable consumers. However, this has potentially lifted some standards and requirements beyond what may be necessary at a minimum for most consumers, which can then impact operational performance and add unnecessary cost.

Accordingly, the Group strongly recommends the Department consider instead a requirement for regulated entities to provide their own exceptions or compassionate policy to account for the needs of vulnerable consumers. The Group submits this could be achieved through setting out clear principles that these policies must address. Set out in **Attachment C** is a proposed set of principles. The Group welcomes the opportunity to further brief the Department on the existing policies which apply at Qantas and Jetstar today.

3. Confirmation and/or collection of contact details at check-in and boarding is too late.

Check-in and boarding occur very close to the flight's departure, and any changes to the flight need to be communicated to the passenger at an earlier point in time. The current drafting can imply confirmation is to occur at check-in or boarding which doesn't assist with providing customers with timely updates about changes to their flight, unless these occur after the check-in window opens, and may add significant time to the check-in and boarding process.

The Group position is that customer contact details should be collected at booking and prior to check-in processes. This is critical to improving the outcome for customers to ensure they are informed of disruptions in a timely manner.

The Group captures contact details for all bookings made directly on Qantas or Jetstar reservation channels. While airlines require third parties to provide them with the customer's details, either through a contract or other terms and conditions, in practice, third parties don't always comply, and airlines have limited options to ensure they do. If an agent fails to supply the customer's contact details, that should be addressed through enforcement on the agency or at least clearly allowing the airline to discharge its duties when no contact details are provided by an agent.

As alternative means of achieving the outcome without significant on-airport burden, the Department may consider requiring that:

- Travel agents are required under the Charter to share these details with airlines;
- Airlines seek to capture during their online check-in flows (where technically feasible and subject to any implementation timeframes) but are not required to capture on-airport; and
- That airlines and the Department jointly promote how to add contact details to a booking before travel for communications to reach the traveler on the airline's website between booking and travel commencing. This could be achieved via public education programs of the Charter.



4. **The Group does not support the use of “scheduled arrival times” to define any unreasonable delay.**

Arrival delays are usually out of control of an airline e.g. diversions / enroute delays. It also adds complexity to the minimum requirements that we do not believe are necessary.

Question 8 - 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?

As set out in the Group's submission dated 24 October 2024:

- While it is difficult to provide a comprehensive comment on the appropriate funding mechanisms without a complete understanding of the final framework – including details that will inform its cost and membership – it is critical that the Scheme is delivered in a cost-effective way.
- The funding mechanism should be equitable, while incentivising behaviour consistent with the Scheme objectives.
- In principle, the Group supports a fixed membership fee basis alongside an incentive-based funding mechanism linked to eligible complaints – like other ombuds schemes. With the incentive-based funding mechanism comprising most of the fee. The incentive-based funding mechanism could be based on the percentage of upheld eligible complaints where the airline has not provided a fair and reasonable outcome, after the airline has had the opportunity to resolve in the first instance. Alternatively, a fee schedule could be applied whereby no, or a minimal fee, is applied to complaints that are resolved after being referred back to the member, and a fee is applied only to eligible complaints that are not resolved before being escalated to the Scheme for case management and which result in a better outcome for the consumer. Further, only eligible complaints within the control of regulated entities should be considered for inclusion in any fee mechanism.
- As regulated entities of the Scheme, airports must be prevented from passing these costs through to airlines in the form of airport charges.

If there were to be different cost recovery levies to be applied to regulated entities based on the nature or size of their operations, the Group submits there should be equitable levy arrangements for airports and airlines, and regulated entities should not cover costs of complaints outside of a regulated entities control.

The Group also submits that costs related to the incorporation of the Aircraft Noise Ombuds Scheme should be clearly identified from existing costs / funding, and industry should not bear any additional costs.

The Group welcomes the opportunity to work with the Department further in considering the appropriate metrics to apply. Unfortunately, it is difficult to provide an informed perspective without understanding critical factors relating to costs such as:

- The operating model of the newly proposed agencies and offices (including its ability to scale up or down in response to need).
- The preferred composition between any fixed fees and fees relating to each complaint or eligible complaint.
- The anticipated initial set up costs versus ongoing costs.



Finally, the Group recommends there be a review of any final funding model one-year after commencement to assess its fairness and efficacy.

Question 9 - 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?

The Group has provided detailed feedback on Table 4 – see **Attachment B**.

The Group emphasizes that minimum standards must be truly 'minimum' - representing baseline protections for all consumers, not premium service levels appropriate only for FSCs. The Charter should establish a minimum floor. A FSC, may choose to provide assistance beyond minimum requirements (earlier meal vouchers, broader accommodation provision, enhanced communication) as part of its premium value proposition, reflected in higher bundled fares.

Recognising the ability for consumers to choose between FSCs and LCCs serves consumer interests by:

- Ensuring all passengers receive baseline protections regardless of carrier choice;
- Preserving low-fare options for millions of price-sensitive consumers who prioritise affordability over enhanced service;
- Allowing service-focused consumers to select premium carriers offering more generous assistance policies; and
- Maintaining genuine competition between different airline business models.

In respect of Table 4, the Group submits that:

- **Reasonable values** for food and drink vouchers should be considered in the context of location of the port, duration of the delay, and time of day. The Group does not believe “how many” vouchers matter as much as having a reasonable value. It should also be noted that at times a voucher is inappropriate (e.g. some regional ports’ food and beverage operations may close earlier – in these circumstances there have been instances where we have arranged pizza delivery).
- **The proposed 1-3 hour delay threshold for meal vouchers is fundamentally incompatible with LCC operations and exceeds global regulatory standards.** Under EC261, meal vouchers are required after 2 hours for short-haul flights. Canada's APPR triggers assistance at 2 hours for large carriers. The proposed 1-hour threshold would place Australia as a global outlier and impose costs that LCCs cannot absorb without significant fare increases. In addition, refreshment vouchers at 1hr delay is impractical and will lead to operational challenges and could delay flights further than intended, i.e. as customers leave the gate and are slow to return. Alternative timeframes have been suggested. See Attachment C below. The Group strongly recommends a 3-hour minimum threshold or aligning with international practice at a 2-3 hour threshold.
- **Remedies must be clearly segregated between disruptions within versus outside airline control, with refund obligations structured appropriately for each category.** The proposed framework imposes substantial requirements for events entirely beyond airline control. For Jetstar, weather-related disruptions alone represent a significant exposure.



The Group strongly recommends:

- a. Within control remedies include full cash refunds; and
 - b. Outside control includes rebooking and reasonable assistance (see additional details in Attachment B and C), with travel credit as primary remedy and cash refunds only available in selected exceptional circumstances (see minimum standards below).
- **The Group does not support the proposed 2-hour tarmac delay threshold for mandatory disembarkation and recommends adopting the US DOT standard of 3 hours domestic / 4 hours international.** The 2-hour threshold is operationally challenging and creates perverse safety incentives during critical departure windows when flights are in active sequences with slot allocations, narrow weather windows, or ATC clearances. Many Australian airports lack infrastructure to safely facilitate disembarkation and re-boarding (limited gates, remote stands requiring bussing, single-gate operations at regional ports) during a delay on tarmac. For Jetstar's short-turnaround time LCC model, a single tarmac delay with disembarkation can trigger network cascades affecting subsequent flights and passengers when the aircraft loses its departure slot. The pilot-in-command must also retain final authority to determine when disembarkation is safe and operationally feasible, with decisions not subject to review except in cases of demonstrated bad faith or gross negligence. A 3-hour threshold balances passenger welfare against operational reality and aligns with international aviation safety practice.

In addition, assistance requirements during tarmac delays must account for aircraft cabin safety limitations. Providing meals or extended refreshments during tarmac delays may not be safe or feasible depending on aircraft status (engines running for air conditioning, safety equipment deployment restrictions, lavatory servicing limitations).

The Group recommends tarmac delay assistance requirements be subject to:

- a. pilot-in-command determination of safety feasibility;
 - b. crew duty time availability; and
 - c. aircraft operational status.
- **The table fails to distinguish between passengers at their origin port versus away-port passengers, despite vastly different assistance needs and cost implications.** A Melbourne resident delayed in Melbourne has fundamentally different requirements than a Melbourne resident delayed in Cairns. The former can reasonably manage a delay at home; the latter requires meals, accommodation, and support. Requiring identical assistance regardless of passenger location drives unnecessary costs and creates perverse outcomes. The Group recommends the Charter explicitly differentiate requirements for passengers at their home port, compared to requirements when a passenger is not at their home port.
 - **The Group strongly submits that all arrival delay categories should be removed from Table 4 - the Charter should focus exclusively on departure delays from scheduled departure time.** Arrival delays are predominantly outside airline control (en-route ATC, destination weather) and passengers at destination typically have pre-arranged accommodation and transport. EC261 and the Canadian APPR focus assistance obligations on departure timing, not arrivals. Determining whether enroute delays will trigger arrival-



based thresholds creates operational complexity. All assistance requirements should trigger based on departure delay only.

- **Ground transportation requirements do not reflect minimum standards, risk creating inefficient outcomes and must be limited to passengers away from their home port and within an airline's control.** Providing transport vouchers to passengers at their origin port (e.g., Sydney resident delayed in Sydney) is wasteful and creates missed flight risk when passengers travel home and return. At regional ports, securing transport for 100-180 passengers is often impossible due to limited taxi/rideshare availability, with costs 2-3x higher than metro areas.

To reflect minimum standards, the Group recommends transportation obligations apply only where:

- a. passenger is more than 50km from their residence;
 - b. delay exceeds 6 hours and goes beyond the operating hours of the airport; and
 - c. local infrastructure can reasonably accommodate demand, with reimbursement of reasonable transportation costs incurred as alternative.
- **Accommodation requirements must recognise that LCCs lack hotel partnerships and pay higher rates than FSCs.** During mass disruptions, securing hundreds of rooms is often impossible at any price. The Group recommends accommodation apply only where delay is within airline's control and:
 - a. delay extends beyond midnight;
 - b. next flight is the following day;
 - c. the passenger is away from home port; and
 - d. accommodation is commercially available.

Reimbursement of passenger self-arranged accommodation at reasonable amounts should be permitted where direct provision is not feasible.

- **Table 4 must clarify that assistance obligations do not apply to passengers who fail to comply with airline requirements (late check-in, intoxication, security concerns, failure to provide required documentation) or who voluntarily choose not to travel.** Current drafting could be interpreted to require assistance for passengers denied boarding for legitimate operational or safety reasons. The Group's existing "Disrupt Management Policy" appropriately excludes passengers who cause their own disruption through non-compliance. This exclusion must be explicit in Table 4 to prevent abuse and ensure fairness - passengers should not receive assistance benefits when disruption results from their own actions or choices. The Charter should state "Minimum assistance requirements apply only to passengers holding valid tickets who have complied with all airline check-in, boarding, and conduct requirements and whose disruption results from airline or external operational factors, not passenger action or inaction."
- **Table 4 and the Charter should include a reference to reimbursement of reasonable out-of-pocket expenses in lieu of vouchers for transportation, accommodation and food and drink where these better meet passenger needs and preferences.** For some disruption scenarios, passengers may prefer reimbursement of out-of-pocket expenses over



for vouchers, accommodation, or transport - for example, a business traveller with corporate hotel status may prefer reimbursement of self-purchased accommodation over airline-arranged accommodation. Mandating vouchers rather than equivalent-value options reduces passenger choice and creates inefficient resource allocation. Current Jetstar practice shows approximately 30-40 per cent of eligible passengers prefer reimbursement of out-of-pocket expenses over in-kind assistance when offered the choice.

The Group recommends Table 4 recognises the option of reasonable out-of-pocket expenses for transport, accommodation and food and drink in circumstances where the airline is unable to provide vouchers, or where reimbursement of out-of-pocket expenses is the customer's preferred option. This provides flexibility, reduces operational complexity, and better aligns with diverse passenger preferences.



ATTACHMENT A – CHARTER REQUIREMENTS

Charter requirements		QAG Position
<p>(1) Booking Information requirements</p>	<p>Prior to and at the time of purchase, it is proposed that an airline must:</p> <p>a. provide conditions of carriage in a simple, easily-understood standardised format, including a cancellation policy, baggage allowance, no show policy, key delay and cancellation information</p> <p>b. disclose common fees, including flight, baggage, seat selection, flight change and refund fees</p> <p>c. provide information about accessibility issues such as the services available to support passengers with disability across the whole aviation journey; clear advice on the documentation required for travel with dangerous goods and with assistance animals; information on aircraft cargo hold dimensions as it relates to carriage of mobility devices; advice of any advance notice requirements for requests for assistance</p> <p>d. collect contact information including a mobile phone and email address that will be in use prior to and during the journey so that timely</p>	<p>a) The Group supports in-principle a concise summary of conditions of carriage in a standardised format of key terms relating to cancellation rights, baggage and delays. The Group recommends maintaining the ability to reflect full terms and conditions in the form of non-standardised Conditions of Carriage. The format of the Conditions of Carriage should not be standardised as a mandated format could oversimplify or omit important legal information, potentially leading to confusion.</p> <p>b) The Group supports common fees to be made available on the website (e.g. fees for payment processing, changing or cancelling) and note this should not include product offerings (e.g. baggage, seats, and meals). Common fees like change fees are already disclosed in the fare rules and on qantas.com and jetstar.com.</p> <p>Including ‘all fees’ within the conditions of carriage is not practical. As an example, Jetstar works on a choice model where a customer can select from a range of options to best meet their needs, including baggage allowance, meal and seating product options. These are product costs and are optional, not fees.</p> <p>c) The Group supports the requirement and already provides information regarding accessibility. Qantas and Jetstar have prepared Disability Access Facilitation Plans (DAFP) to provide information to our customers with specific needs to comply with the Disability Discrimination Act 1992 and Disability Transport Standards. The Facilitation Plans have been developed taking into account the civil aviation safety requirements and other regulatory requirements we are bound by. Any information requirements in addition to the DAFP should be identified.</p> <p>d) The Group supports the provision to collect contact details <u>at the point of booking</u> and notes that an airline’s ability to communicate with customers about</p>





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	<p>information can be provided prior to check in and later in the case of delays, disruptions and cancellations or advise the passenger of the consequences of such information not being provided should they refuse</p> <p>e. offer to retain information about a passenger's specific accessibility needs (so they do not have to resubmit information each time they book), and</p> <p>f. ensure any agent of the airline also meets subsections (a) to (e). Prior to the day of travel, it is proposed that an airline must:</p> <p>g. provide free of charge reasonable corrections of booking errors (i.e. typographical error in passenger name), provided they do not imply a change of times, date, itinerary or passenger.</p>	<p>cancellations or delays is reliant on a customer or agent providing correct contact details.</p> <p>Indirect bookings represent a significant proportion of airline bookings and for indirect bookings the provision of the passenger's contact details to the airline is not currently a mandatory requirement. We would support IATA Resolution 830(d) being a mandatory requirement for all bookings – including travel agents, online travel agents and agents that are not IATA accredited.</p> <p>e) The Group queries the inclusion of this proposed requirement within the Charter given the development of Aviation Specific Transport Standards.</p> <p>We acknowledge the significant challenge and hardship on consumers living with disability having to re-share their needs. However, this requirement is potentially duplicative with the potential requirements of the Aviation Specific Transport Standards. In addition, it must be considered alongside Data Protection and Privacy requirements. The nature of airline reservations are at an individual booking level (PNR) and not at the customer level which does pose challenges in storing customer preferences to be applied repeatedly.</p> <p>f) The Group does not support this requirement insofar as it requires the airline to ensure an agent or third party's compliance across a broad range of agency activities which is not practicable.</p> <p>While airlines require third parties to provide them with the customer's details, either through a contract or other terms and conditions, in practice, third parties don't always comply and airlines have limited options to ensure they do. If an agent fails to supply the customer's contact details, that should be addressed through enforcement on the agency or at least clearly allowing the airline to discharge its duties when no contact details are provided by an agent. If airlines take reasonable steps (for example, where required update agency agreements and providing standard notices for agents to use), they should not be penalised for an agent's individual failure to comply.</p>
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<p>(2) Check-in and boarding requirements</p>	<p>At the time of passenger check-in and boarding it is proposed that an airline must:</p> <p>a. confirm passenger contact details at the point of check-in (online and/or in person) in order to facilitate direct communication with passengers in the event of a disruption, unreasonable delay or cancellation or advise the passenger of the consequences of such information not being provided should they refuse.</p> <p>b. seat children under 14 years of age with parents, guardians or carers free of charge at the time of check-in. If an adjacent seat is not available at the time of reservation, communicate to the passenger before the reservation is completed, that it is not possible to arrange such seating, and that the airline will assign such a seat as soon as feasible if one becomes available</p> <p>c. prioritise passengers with additional needs for check-in and boarding, including where this is requested (e.g. reduced mobility, medical issue, elderly, air passengers with infants under two years of age)</p>	<p>a) The Group does not support this requirement. Confirmation and collection of contact details at check-in and boarding is too late. Check-in and boarding occur very close to the flight's departure, and any changes to the flight frequently need to be communicated to the passenger at an earlier point in time. In case of a disruption, airlines aim to contact the customer as early as possible and before they go to the airport to minimise the inconvenience to customers. If required at the airport, it will add significant time to on-airport check-in. Late confirmation of contact details at check-in and boarding will likely negatively impact on the customer experience with no added benefit. In addition, the contact details requirement should not discourage Jetstar's ambition to transition to 100% online check-in - global best practice for LCCs - or inhibit the operational innovations that passengers want.</p> <p>b) The Group supports in-principle this requirement. However, we suggest this requirement should apply to children between the ages of 2 and 11 years inclusive - in line with the IATA standards. Expanding the age range beyond this drives significant complexity, given that passengers aged 12 and above are booked as an adult, and there is no requirement to capture DOB/age/travel documents for domestic travel, for recognition by airlines. The seating requirement should also only apply to automatic seating and not apply if consumers choose to purchase or select preferred seating.</p> <p>c) The Group supports this requirement insofar as it applies to boarding, which the Group already provides. However, given different airports have varying environments, the ability to prioritise at check-in may vary.</p> <p>d) The Group supports in-principle this requirement.</p>



	<p>d. offer to seat passengers away from pets at no additional charge (noting assistance animals are not pets), should pets be approved for in-cabin transit</p> <p>e. explain to a consumer where they hold a ticket on an air service and are involuntarily denied boarding that they are considered to have been disrupted for the purpose of this Charter (see definition in section 3 below)</p> <p>f. explain to a consumer where they hold a ticketed seat on an air service and are denied boarding for a failure to comply with their passenger obligations (e.g. intoxication, safety, security, late to check in or boarding) that they are not considered to be subject to the Charter standards, and</p> <p>g. coordinate with airports the facilitation of passenger journeys for people with a disability.</p>	<p>e) The Group supports this requirement.</p> <p>f) The Group supports this requirement.</p> <p>g) The Group supports in-principle this requirement as we already do this where possible. However, in setting this as a requirement and in supporting the customer to better understand their rights (as well as clarity between regulated entities), it would be critical to clearly define roles and responsibilities between airlines, airports, security and any other agents, and limit responsibilities accordingly. The Group welcomes working with the Department to clarify this and to ensure no duplication with the upcoming Aviation Specific Transport Standards.</p>
<p>(3) Flight disruption, unreasonable delay, cancellation requirements</p>	<p>In the case of flight disruptions, unreasonable delays and cancellations both within and outside the airline's control it is proposed that an airline must:</p> <p>a. provide regular updated and accessible information and communication including:</p> <p>i. directly to passengers via text messages, apps and/or other channels, and</p> <p>ii. information to support consumer awareness and understanding of the</p>	<p>The Group submits it is critical that the remedies for flight disruption, unreasonable delay and cancellation should be separately articulated for events within versus outside of an airlines control.</p> <p>a) The Group supports in-principle, noting the reliance of airlines on travel agents to ensure complete and accurate contact information for a customer is provided, and noting that the type of information available to assist consumers can depend on information available to the airline from third parties subject to the type of disruption. The Group's current practice is to communicate the reason for delay as soon as practicable, provide updates every 30 minutes on-airport and when feasible include information to support consumer awareness and understanding of the disruption. Qantas has invested heavily in improved disruption communications and aims to launch the inclusion of a 'disruption reason' for consumer awareness in email/SMS</p>



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	<p>disruption (e.g. estimated length and reason for disruption).</p> <p>b. ensure that for periods of service, particularly any disruptions or unreasonable delays, airlines have consumer service representatives available or reasonable alternative service channels to respond to consumer complaints in a timely manner:</p> <p>i. at airports, and</p> <p>ii. contactable by telephone.</p> <p>c. provide minimum levels of assistance when a flight is unreasonably delayed or cancelled for a reason both within and outside the airline’s control (based on delay length) including the option to receive (at the consumer’s choosing):</p> <p>i. alternative travel arrangements such as rebooking or rerouting the consumer to their original final destination to depart within 24 hours for domestic and 48 hours for international under comparable transport conditions, without additional cost to the consumer and with a refund for any associated services paid for and not received (i.e. additional leg room fee), or</p> <p>ii. offering the same assistance as above, but at a lower fare class to the passenger and offering a refund for any services paid for and not provided, or</p>	<p>communications, by the end of 2025.</p> <p>b) The Group supports in-principle, and suggests (i) and (ii) should be “<u>and / or</u>” to reflect the reality that some regional airports may only have presence at the airport in line with the schedule and when operating limited flights airlines may not have any staff based at the airport (e.g. one service a day or for a diversion port).</p> <p>The Group acknowledges the importance of the availability of the option to speak directly to a customer services representative. Qantas and Jetstar provide phone support 24 hours a day, 7 days a week for customers located within Australia. In addition, airline customer service agents will be available at the airport aligned to the flight schedule. However, a customer service agent may not be available throughout the day at an airport if, for example, we operate only one daily flight to a port. Our airline customer service agents may also not be available in ports where flights are operated by codeshare and interline partners.</p> <p>c) The Group does not support the remedies as drafted but and considers that remedies should be disaggregated for events within versus outside of control.</p> <p>The Group further submits important practical and market considerations that should be reflected for each remedy as follows:</p> <p>(i) The suggested 24-hour and 48-hour timeframes are reasonable, with the exception of mass disruptions. However, rebooking or re-routing should only be with airlines that have a Flight Interruption Manifest (FIM) agreement with the airline whose operations are disrupted. This is important because such agreements ensure that the respective airlines have the necessary pre-existing technology and internal systems in place to re-accommodate customers. The Group suggests the language of this right is clarified to require that the airline will take all reasonable steps to rebook on the same or partner airline or another airline with which it has an agreement. This would also be in line with the US Department of Transportation requirements.</p> <p>Should airlines be required to re-book passengers on any other airline, this could</p>
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	<p>iii. travel credit vouchers without conditions or restrictions (expiring not before 36 months), or</p> <p>iv. a full refund (including taxes, fees and additional charges paid) only in the case of cancellations and unreasonable delays.</p> <p>d. when a flight is unreasonably delayed or cancelled for a reason within and outside the airline’s control (based on delay length) and a consumer does not accept the alternatives presented, or alternatives are not provided within a reasonable time for the consumer’s circumstances, the option to cancel with a full refund should be provided. The airline must:</p> <p>i. provide any refund within 14 days [a defined time period set in a determination] after the consumer’s request, in the original payment format or another format chosen by the consumer.</p> <p>ii. provide any refund directly to the consumer who booked directly or to the airlines’ agent (travel agent/online travel agent) if the passenger booked through an intermediary.</p> <p>e. coordinate with airports to ensure the needs of passengers with disability continue to be met in the event of disruption, delay and cancellation.</p>	<p>incentivise competitors to take advantage and increase the prices of their airfares for last-minute purchases. The requirement to rebook customers within the time periods referred to should be conditional on flight availability. There may be circumstances where no alternative flights are available within the period specified, and customers may choose an alternative flight outside of the timeframe specified. EC261 refers to re-routing at the earliest opportunity, which may be after the timeframe specified.</p> <p>(ii) It should be noted that during a disruption event it is unlikely lower fare categories are available. This should be redrafted to a refund applying to cabin of travel downgrade (not fare class). This is because you can have multiple fares within the same cabin.</p> <p>(iii) It is recommended that the requirement to provide travel credit vouchers <i>without</i> conditions or restrictions is amended to permit reasonable conditions and restrictions designed to prevent fraud, misuse of the credit and to meet legal requirements. It further submitted that airlines should have the flexibility to issue credit vouchers with a validity period of less than 36 months. Generally, flight credits offered as an option to hold the value of a flight already purchased in lieu of a cash refund are valid for 12 months to align with the validity of the ticket.</p> <p>(iv) It is submitted that as a minimum standard, a full refund should only apply in the case of a cancellation or unreasonable delay within the control of the airline, and exclude any unrecoverable fees, taxes or charges.</p> <p>d) The Group does not support this requirement. A full refund should only apply in case of a cancellation or unreasonable delay within the control of the airline. This would be reflective of a minimum requirement, whilst not preventing a full-service airline to consider offering more generous options. This is demonstrated by the Group’s different full-service carrier offering through Qantas, and a LCC offering through Jetstar.</p> <p>Qantas policy already allows a customer to rebook or refund on request of the customer – i.e. “significant change” means a change that significantly impacts</p>
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		<p>customer and their travel plans – applies to both within and outside of Qantas’ control.</p> <p>Jetstar, on the other hand, offers flight credit in circumstances where there is a delay or cancellation outside of its control and the customer does not travel because Jetstar is unable to rebook on a flight acceptable to the customer and the purpose of their trip is void. The Group recognises that there may be exceptional circumstances that may require alternative consideration. However, this should be managed through the airlines exceptional circumstances or compassionate policy, rather than capturing these exceptional circumstances within the minimum requirements of the Charter. See Attachment C.</p> <p>Offering a refund in circumstances where the flight is delayed for more than 3 hours due to circumstances outside the airline’s control will impose a significant financial burden on an airline, especially for airlines operating on a low-cost basis, like Jetstar. This could place upward pressure on airfares if they must budget for more refund liability for events such as weather events.</p> <p>Finally, the Group welcomes working with the Department to define or provide guidance on what may be considered “within a reasonable time for the consumer’s circumstances”.</p> <p>(i) The Group submits the 14 days should relate only to when an airline must process the refund, but it should be noted that an airline cannot control how long the refund takes to be fully processed. The Group also seeks clarity on what “a defined time period set in a determination” means.</p> <p>Furthermore, the Group submits that refund must be to the original form of payment – a consumer cannot choose an alternative form due to risk of fraud. A customer should only have the option of an alternative payment method if the original payment method is no longer valid.</p> <p>(ii) An airline can only provide a refund to the travel agent if booked through an intermediary not direct to the consumer. For indirect bookings the request must</p>
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		<p>come from the travel agent – this is to reflect the relevant contractual relationship between the parties.</p> <p>e) The Group supports in-principle this requirement as we already do this where possible. However, in setting this as a requirement and in supporting the customer to better understand their rights (as well as clarity between regulated entities), it would be critical to clearly define roles and responsibilities between airlines, airports, security and any other agents, and limit responsibilities accordingly. The Group welcomes working with the Department to clarify this and to ensure no overlap with Aviation Specific Transport Standards.</p>
<p>Minimum levels of assistance are outlined in Table 4.</p>		<p>See Attachment B.</p>
<p>Definitions – Flight Disruption</p>	<p>It is proposed that a flight disruption is considered to be:</p> <p>a. an air service that operates more than 1 hour but fewer than 3 hours from scheduled departure time, or</p> <p>b. when suitable equipment is not available to support people with disability when their continued passage is impacted, this is also proposed to be considered a flight disruption.</p>	<p>(a) The Group does not support “more than 1 hour” as a minimum threshold for flight disruption and submits it should be “more than three hours”. The Group further submits that the definition of flight disruption should also be limited to those events within the control of the airline.</p> <p>Under EC261, assistance such as meals and refreshments is only required after a 2-hour delay for short haul flights, and Canada’s APPR similarly triggers standards of treatment at the 2-hour mark for large carriers.</p> <p>Delays under 2 hours are often resolved quickly, and mandating vouchers could lead to logistical challenges, in certain situations potentially conflict with safety requirements, and add unnecessary costs without delivering a meaningful benefit to customers.</p> <p>We note that Table 4 contains a footnote requiring the airline to offer vouchers for personal items i.e. clothing, toiletries. It is highly unlikely that a customer would require these for an air service delay between 1 and 3 hours, and even in circumstances of unreasonable delays - unless the customer does not have access</p>



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		<p>to their baggage or the delay is overnight. Customers should only be entitled to necessities in circumstances where there is an actual need. Typically, in those circumstances reimbursement of these items is resolved through the out-of-pocket expenses process, where customers can submit a claim for reimbursement of these items. Requiring airlines to provide vouchers means that customers may only be able to redeem these with limited retailers that accept the voucher provided, with less choice for customers to purchase what they need in their specific circumstances.</p> <p>(b) The Group supports in-principle and suggest this is clarified that it is where equipment is not available when the airline has been advised of equipment needs at least 48 hours in advance of the flight departing. To enable proper planning, customers must notify the airline at least 48 hours before travelling of specific equipment needs.</p> <p>In addition, the Group considers that this requirement should be treated as a separate service commitment category distinct from general 'disruption' to avoid automatically triggering all standard disruption remedies when:</p> <ul style="list-style-type: none"> (i) the issue may be quickly resolved through alternative equipment provision at the airport; (ii) the passenger may have their own backup equipment or insurance arrangements; or (iii) circumstances are genuinely outside airline control (third-party failures, force majeure).
<p>Definitions – Unreasonable delay</p>	<p>It is proposed that an unreasonable delay occurs when:</p> <ul style="list-style-type: none"> a. air service delays are greater than 3 hours from the scheduled departure time b. air service delays are greater than 3 hours from the scheduled arrival time for domestic and short haul international flights 	<ul style="list-style-type: none"> a) The Group supports the definition of an unreasonable delay being “greater than 3 hours from the scheduled departure time”. This would align with accepted global practice and requirements. b) The Group does not support the use of “scheduled arrival times” to define any unreasonable delay, in line with requirements in Canada. Arrival delays are usually out of control of an airline e.g. diversions or enroute delays. It also adds complexity to the minimum requirements that we do not believe is necessary.



	<p>and greater than 5 hours on long haul international flights, or</p> <p>c. a passenger is denied boarding due to no fault of their own.</p>	<p>c) The Group supports this requirement on the understanding this relates to circumstances of overbooking or operational reasons, which would also reflect the Group's current practice.</p>
<p>Definitions – Cancellation</p>	<p>It is proposed that a cancellation is defined as 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 prior to its scheduled departure time.</p>	<p>The Group supports in-principle the need to define 'cancellation' and submits that:</p> <ul style="list-style-type: none"> • Clarification that the requirements under the Charter do not apply to any air service cancelled more than 7 days prior to its scheduled departure time. If so, this should be made clear in this definition. For a vast majority of customers, a cancellation more than 7 days prior to its scheduled departure time provides for ample opportunity for customers to assess alternatives. Five (5) days is a more reasonable application, and 2 days or 48hrs is recognised by IATA as the applicable "Involuntary Reroute" scenario for disruption handling - and typically where options for use of airline agreements for recovery options are activated. • It is suggested that it would be more practical and helpful to define 'cancellation' by the degree of impact this also has on the customer's itinerary. In the following examples (where a flight number and time will change), the Group understands it would not be the intent of the Charter to cover the following: <ul style="list-style-type: none"> ○ In the case of a high-frequency route, taking a flight that may depart 30 minutes earlier or later; and ○ Where a change in aircraft type is made which technically requires a change in flight number and possible minimal adjustment to timing.
<p>Definitions – Within Airlines Control</p>	<p>It is proposed that a situation would be considered to be within an airline's control when disruptions, cancellations and delays are primarily caused by any of the following situations:</p> <p>a. Commercial decisions including:</p> <p>i. overbooking flights</p> <p>ii. consolidating or cancelling flights with low passenger demand, or</p> <p>iii. similar actions undertaken for commercial reasons.</p>	<p>The Group partially supports the proposed definition of "within an airline's control". However, the term "similar commercial actions" is too vague and should not be included.</p> <p>The proposed "50%" to define what may be considered the primary cause is not practice anywhere else globally and is overly complex to substantiate or refute. The EU and Canadian jurisdictions use a qualitative approach to show primary cause.</p>



	<p>b. Day-to-day operations including:</p> <ul style="list-style-type: none"> i. staff scheduling and availability for all flight services including check-in ii. flight preparation activities like cleaning, baggage loading and aircraft fuelling <p>c. Scheduled maintenance including any subsequent repairs or required activities.</p> <p>d. Knock on disruptions, delays and cancellations to other airline services operated by a regulated entity due to a situation within the regulated entity's control.</p> <p>It is proposed that in the event that there are multiple reasons for a disruption, cancellation or delay, the situation is considered to be within an airline's control if at least 50% of the delay is attributable to a situation within the airline's control.</p>	
<p>Definitions – Outside Airlines Control</p>	<p>It is proposed that a situation would be considered to be outside an airline's control when (a) or (b) applies:</p> <ul style="list-style-type: none"> a. The situation was directly caused by an exceptional circumstance in the list below: <ul style="list-style-type: none"> i. war or political instability ii. an act of sabotage or other unlawful act if it is incompatible with the safe operation of a flight iii. a natural or environmental disaster if it is incompatible with the safe operation of a flight 	<p>The Group partially supports the proposed definition of "outside an airline's control" and submits that this definition should be a non-exhaustive list and so "would be" should be replaced with "may include". By definition what is not defined as "within an airline's control" should be therefore "outside an airline's control".</p> <p>Throughout this definition the qualifying phrase "if <u>it is incompatible with</u> the safe operation of a flight" (emphasis added) or similar, should be carefully revised. This potentially excludes what is otherwise legitimate, prudent and professional judgement that for safety reasons it may be inadvisable to fly, and may therefore inadvertently cause potentially perverse safety outcomes. The Group recommends amending the standard to "if <u>it may interfere with</u> the safe operation of a flight" and reflect this intention throughout the definition. Furthermore, it should be made clear that the flight safety determination by the pilot-in-command must be respected and not subject to review</p>



	<p>iv. disruptive passenger behaviour if it is incompatible with the safe operation of a flight</p> <p>v. a security threat or risk if it is incompatible with the safe operation of a flight</p> <p>vi. meteorological conditions that are incompatible with the safe operation of the flight or that result in capacity restrictions at the airport of departure or of arrival</p> <p>vii. damage to the aircraft, including damage that is caused by meteorological events, that could affect flight safety and that requires immediate assessment and possible repair</p> <p>i. an aircraft collision with a bird, animal or other object outside the airline's control at any time that could affect flight safety and that requires immediate assessment and possible repair to the aircraft</p> <p>ii. a manufacturing defect in an aircraft that was identified by the manufacturer of the aircraft concerned, or by a competent authority, that could affect flight safety and that requires immediate assessment and possible repair</p> <p>iii. an unforeseeable technical defect in, or other unforeseeable technical problem with, the aircraft if:</p> <p>1) the required scheduled maintenance of the aircraft is up to date,</p>	<p>except in cases of demonstrated bad faith or gross negligence – an important industry principle to ensure safety.</p> <p>If the Department is inclined to provide a non-exhaustive list, some critical examples to include are:</p> <ul style="list-style-type: none"> • Third-party IT failures • Third party industrial action and other labour disruptions (similar to Canada and EU) • Capacity restrictions • Actions or service disruptions by government agencies • Curfews • Slot restrictions • Runway or taxiway maintenance • Any other unforeseeable circumstances <p>Further the Group recommends the Department adopt the definitions as set out in s10(1) of the <i>Canadian Air Passenger Protection Regulations</i>.</p> <p>The Group again submits that remedies disaggregate between what is within versus outside airlines control and welcomes working the Department in doing this.</p>
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	<p>2) the defect or problem was discovered after the completion of the most recent required scheduled maintenance,</p> <p>3) the pilot-in-command has determined that the defect or problem affects the airworthiness of the aircraft and makes it unsafe to operate the aircraft until the defect is repaired or the problem is resolved, and</p> <p>4) the defect or problem was not caused by an act or omission of the airline or of any person for whom the airline is responsible</p> <p>iv. a medical emergency discovered at short notice before flight departure or necessitating the interruption or deviation of the flight</p> <p>v. air traffic management restrictions or closure of an airspace</p> <p>vi. an unscheduled partial or full closure of an airport</p> <p>vii. a relevant NOTAM issued by Airservices Australia that affects or restricts planned flight operations, or</p> <p>viii. an order or instruction from an official of a state or law enforcement agency or from a person responsible for airport security.</p> <p>b. The situation was directly attributable to a delay or cancellation on an earlier flight using the same aircraft and the delay or cancellation on the</p>	
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	<p>earlier flight was directly caused by a situation above.</p> <p>However, in the case of an airline with significant regular daily aircraft schedules, the flight in question must be scheduled to depart within 24 hours of the scheduled departure time of that earlier flight and the situation could not have been avoided even if all reasonable measures had been taken by the airline.</p>	
<p>(4) Baggage requirements</p>	<p>It is proposed that an airline must:</p> <ul style="list-style-type: none"> a. reunite temporarily lost baggage with the relevant consumer and if not, replace/compensate for lost baggage once 21 days has passed b. reimburse consumers for reasonable costs for personal items while baggage is temporarily unavailable i.e. provide reasonable reimbursement for essential items purchased by passengers during the situation that is proportionate to the length of the situation and cannot be deducted from any refund or payments later made. Essential items are defined as, where required: <ul style="list-style-type: none"> i. clothing suitable for weather conditions and climate of the location where the consumer is affected by the disruption, cancellation or unreasonable delay ii. toiletries 	<p>It is important to note that baggage is already governed by a comprehensive set of legislation, including the Civil Aviation (Carriers' Liability) Act 1959 (Cth), Montreal Convention, Australian Consumer Law provisions and carrier terms and conditions for domestic and international carriage (as applicable).</p> <p>As such, the Charter should be clear that any remedies (including reimbursement of out-of-pocket expenses and for lost or damaged baggage) should be in line with existing law.</p> <p>The Interpretative Guidelines on EC261 specifically outline that the sums set out in the Montreal Convention which limit a carrier's liability in the event of destruction, loss, or delay of or damage to checked baggage constitutes a maximum amount of compensation, and does not constitute a fixed rate and passengers have no automatic right to this amount.</p> <p>The Canadian Air Passenger Protection Regulations specifically refer to the Carriage by Air Act, which incorporates the Montreal Convention into Canadian law for domestic flights, and to the Montreal Convention itself.</p> <p>The Group submits that the Charter should be clear regarding the scope to which this right applies and align with the Montreal Convention limits (unless gross negligence is proven). For example, this should only apply to checked baggage that is the responsibility of the airline not, for example, carry-on baggage which remains in the possession of the customer. In addition, it is important to clarify that this right is subject to any safety or security screening requirements applicable e.g. requirements related to lithium batteries.</p>



	<p>iii. medication which has been prescribed to the consumer by a medical professional, and/or</p> <p>iv. electronic device charging equipment if access is not available.</p> <p>c. reimburse passengers where significant damage is caused to baggage. It is not proposed that airlines cover baggage damage associated with an inherent defect, poor quality or vice of the baggage or impacts associated with normal expected wear and tear which can include:</p> <p>i. scratches, dents, handles, external items missing from bag (wheels, feet, locks, zipper and zipper tabs, straps or name tags), and/or</p> <p>ii. damage to contents of baggage if item wasn't suitably packed or bag was overpacked (i.e. beyond the weight limits recommended by manufacturer or obviously overstuffed).</p> <p>d. in the case of damage or loss of passenger mobility aids during transport:</p> <p>i. provide the passenger with a temporary replacement mobility aid that meets their functional and mobility needs whilst the original aid is repaired or replaced</p> <p>ii. if the mobility device is damaged, arrange for repair of the mobility aid to restore damaged functionality</p>	<p>In particular:</p> <p>(a) The Group supports this specific requirement and notes it reflects current practice.</p> <p>(b) The Group partially supports this requirement, noting existing processes in place to ensure that customers whose baggage is delayed have access to essential items, either through the provision of emergency expenses or by reimbursing out-of-pocket expenses incurred when purchasing these items. However, "electronic device charging equipment" is too broad, isn't aligned with any other jurisdiction, and is difficult to therefore fit within what may be considered essential, and "access" should be defined (e.g. a phone charger could be lent by hotel or airports have charging stations). It is recommended that "electronic device charging equipment" be removed.</p> <p>(c) The Group supports with limit to reimbursement.</p> <p>(d) The Group does not support the requirement as stated because of the complexities and personal nature in which mobility aids may be required, and noting that often passengers with such needs may already have alternative arrangements and/or insurance. The Group would support using the Montreal Convention and CACL framework as to how reimbursement is provided here.</p> <p>(e) The Group supports in-principle, subject to any regulatory requirements or restrictions and it should be limited "using best endeavours". For example, in the event of a diversion it may not be permitted to access the checked-baggage area.</p> <p>The requirement relating to circumstances of "multiple airlines" as stated conflicts with Montreal Convention Article 36 and should therefore be amended to be in line with the Convention and industry practice. This would better ensure standards across airlines are lifted, otherwise the "final airline" may not have caused the damage would be effectively unfairly penalised. The Group recommends this requirement be expressed as follows:</p> <p>In the case of multiple airlines:</p>
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	<p>iii. If the mobility device is lost or cannot be adequately repaired, replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent functionality as the damaged mobility aid and that meets the mobility needs of the passenger</p> <p>iv. reimburse the consumer for any costs of repair/replacement as a matter of urgency.</p> <p>e. in the case of pets travelling as checked baggage, ensure safety and wellbeing of animals during transit and in cases of disruption.</p> <p>In the case of multiple airlines - the final airline would be considered responsible for making any mis-handled baggage report and providing remedies. Consumers would be required to provide proof of purchase for items being reimbursed and reasonable depreciation would need to be considered in determining the final amount.</p>	<ul style="list-style-type: none"> • For through-checked baggage on a single ticket, the operating carrier on whose flight the loss or damage occurred is primarily responsible for passenger remedies, with subsequent carriers obligated to accept and process baggage claims on behalf of passengers and recover costs from the responsible carrier. • For international carriage involving multiple carriers, the Montreal Convention provisions on successive carriers shall apply. • For separate tickets (not through-checked), each carrier is responsible for baggage under their custody only. • Airlines shall cooperate using IATA baggage tracing systems to determine responsibility and ensure passengers are not disadvantaged by multi-carrier liability disputes. <p>Finally, the Group also recommends that in addition to requiring the consumer to provide proof of purchase, there should be a requirement that any purchase is proportional to type and duration of the disruption, cancellation or delay, and up to the limits in the Convention for international travel and the Civil Aviation (Carriers' Liability Act) for domestic travel.</p>
<p>(5) Complaint handling processes</p>	<p>It is proposed that an airline or airport must:</p> <p>a. have complaint handling policies, systems and processes aligned with the requirements of this Charter and the consumer ombuds scheme and implement better practice complaint handling policies, systems and</p>	<p>The Group supports and recognises the need for clarity and transparency in relation to our complaints processes. Information on how to provide feedback or make a complaint and the complaints process is readily available on Qantas and Jetstar's websites. The Qantas Customer Charter and Jetstar's Customer Guarantee clearly articulate how to provide feedback or make a complaint – including the escalation process to the independent Airline Customer Advocate if we have been unable to resolve an issue.</p> <p>Further, the Group submits the following:</p>



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	<p>processes. A complaint handling policy must:</p> <ul style="list-style-type: none"> i. make it easy for consumers to raise their concerns by developing systems and processes that are visible and that are readily accessible and easy to use including by older consumers, people with a disability, people with limited English or those experiencing vulnerability ii. explain how/when consumers can complain iii. provide contact information for the various complaint channels (e.g. phone, letter, email, online, in person) iv. clearly set out each step of the complaint process, including how the progress of a complaint can be monitored by the consumer, and v. provide clear information to consumers on the processes for how a complaint can be reviewed and escalated. This will include information on how consumers can request a review of complaint decisions, and how the consumer ombuds scheme may help if a complaint is not resolved to the consumer's satisfaction. <p>b. maintain a register of all consumer complaints to the airline or airport. The register must also include the date the complaint was made and when it was closed or referred to another</p>	<ul style="list-style-type: none"> (a) (i) The Group supports in-principle and notes that visible and accessible needs to be defined, including requirements relating to language. It is suggested that this requirement should align with meeting WCAG 2.1 Level AA accessibility standards for digital platforms and providing reasonable accommodation for consumers requiring alternative formats upon request (which is an internationally recognised standard). (iii) The Group supports in-principle and suggests complaint channels should be via online, in person and phone, with alternative provisions if required. (b) The Group supports on the basis that a description of outcome can be by way of categorisation of complaint type and an outcome classification. (c) The Group supports this requirement. (d) The Group supports this requirement. (e) The Group supports on the basis WCAG 2.1 Level AA is adopted. (f) The Group supports this requirement. (g) The Group supports this requirement on the basis that the airline is best placed to determine how best to resource, including utilisation of technology solutions for example. (h) The Group supports this requirement. <ul style="list-style-type: none"> (i) The Group supports in-principle the reasonably adjusted timeframes accounting for different modes of communication and would welcome more clearly defined timeframes to avoid ambiguity, and understands automatic acknowledgment is an acceptable form of acknowledgement especially when complaints are made digitally. (ii) The Group partially supports the 30 days requirement for domestic, but in line with global practice suggest international should be 45 days in line with EC261. Furthermore, the timing should be paused where the airline requests more
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	<p>body, along with a description of the outcome of the complaint</p> <p>c. seek to manage and resolve consumer complaints at the first point of contact within their organisations. Where this is not possible, it must undertake best efforts to achieve a fair resolution of complaints without the consumer needing to escalate to the ACO</p> <p>d. allow a family member, carer, advocate or legal representative to support and/or represent a consumer in raising a complaint, noting that consent and privacy requirements will need to be obtained / demonstrated</p> <p>e. make complaint handling policies and processes available free of charge and in an accessible format to support different language, cultural, accessibility and other specific needs</p> <p>i. Information on the complaints process and applicable forms must be available in simple, clear and concise language, in a prominent place for consumers, including on digital platforms the airline uses.</p> <p>f. ensure that staff handling complaints have the appropriate authority and financial delegations to facilitate the fair and efficient resolution of complaints</p> <p>g. adequately resource its complaints handling function so that wait times are reasonable, intermittent spikes</p>	<p>information from the consumer.</p> <p>(i) The Group supports this requirement.</p> <p>(j) The Group supports this requirement.</p> <p>(k) The Group supports this requirement.</p> <p>(l) The Group supports this requirement.</p>
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	<p>in volume are accommodated and complaints are handled within the minimum expectations below</p> <p>h. deal with issues promptly and appropriately according to the urgency of the complaint. A complaint handling process must identify the relevant time periods associated with each step in the complaints process. The following minimum expectations are proposed:</p> <p>i. Acknowledgement: Complaints must be acknowledged promptly, to indicate a complaint has been received, either verbally or in writing. Timeframes will vary, e.g. instantaneous in some circumstances (if a complaint is lodged via phone/chat), within 24 hours via an auto response, within 2-3 days in some circumstances e.g. if a complaint is lodged via post, and</p> <p>ii. Finalisation of decision: an airline or airport will communicate their decision to the consumer within 30 calendar days [timing to be set in determination] after the day on which they receive the written complaint. This 30-day timeframe will be dependent on, and recognise the need for, consumers to provide all necessary information to enable an airline/airport to consider a complaint. This communication must also include advice about the existence</p>	
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	<p>of the consumer ombuds scheme and how to access it.</p> <p>In some exceptional circumstances where the above timeframes can't be met (e.g. for genuinely complex or novel issues, or where the consumer has not provided sufficient information for a complaint to be assessed), the consumer / ACO would be provided with a clear and detailed explanation (with supporting documents, reports, or other evidence) establishing the exceptional circumstance.</p> <p>i. where the consumer is not provided with the outcome they are seeking, provide a clear and detailed explanation of the reasons for any decision about a complaint, setting out the relevant terms and conditions of carriage and other relevant rules/regulations</p> <p>j. establish processes, procedures and systems, for regularly monitoring, analysing and reviewing complaints records and processes, to identify/prevent systemic issues and problems, ensure the transparency and continuing adequacy and effectiveness of the system, and for continuous improvement. This includes quality controls (before a decision is made) and quality assurance (after a decision is made)</p>	
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	<p>k. ensure appropriate training on better practice complaint handling is provided to staff on a regular basis</p> <p>l. provide regular reports about complaints data to senior management/the Board that include information about complaint volumes, complaint trends and possible systemic issues.</p> <p>These proposed requirements in particular may evolve further following the completion of a review that is currently underway. This review is considering the effectiveness of complaint handling processes of airlines, airports, the Airline Customer Advocate and other bodies which receive complaints relating to airlines and airports. The review will also outline options to promote better practice complaints handling for airlines, airports and the consumer ombuds scheme with a focus on preventing complaints. Additional detail on complaint handling process and expectations could be provided in the form of best practice guidance developed by the ACPA.</p>	
<p>6. Customer Service Statement Requirements</p>	<p>It is proposed that an airport or airline must create and maintain a Customer Service Statement that is:</p> <p>a. publicly and prominently displayed at a variety of contact points</p>	<p>The Qantas Customer Charter² sets out our commitment to customers. This includes our commitment to safety which will always be our first priority, the services we offer, including how we look after passengers in the event of delays, cancellations and delayed baggage, the support we offer for passengers with specific needs, the</p>

² Customer Charter | Qantas AU [LINK](#)



	<p>where consumers are expected to interact including but not limited to the booking website, corporate website, at check-in and service counters, at airport lounges, car park waiting areas, airport gates</p> <ul style="list-style-type: none"> b. available to a consumer upon request at no charge c. published in accessible formats to support people with different accessibility and language needs other than English and the Australian population demographics as reported by the Australian Bureau of Statistics and sets out how it intends to comply with other processes that complement this Charter including: <ul style="list-style-type: none"> d. accessibility and wayfinding services e. consumer entitlements to refunds and support f. how to access complaints handling processes g. timeframes for complaint handling, and h. how to escalate a complaint to the Aviation Consumer Ombudsperson. 	<p>assistance we offer through our contact centres and how we protect personal information.</p> <p>The Jetstar Customer Guarantee³ includes our commitment to safety, our commitment to provide the lowest fares with our 'Price Beat Guarantee,' the assistance we offer for customers to contact us, what we will do if a flight is changed and how we aim to resolve issues quickly.</p> <p>The Group supports these requirements and adds as follows with respect to the following requirements:</p> <ul style="list-style-type: none"> (a) These should be limited to where airlines have control as some infrastructure is, for example, within airport control. (b) Digital provision should be an acceptable form, noting physical may be available on request. (c) As above languages and accessible forms needs to be defined. The Group welcomes more information and guidance be provided on this requirement.
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³ Customer Guarantee | Jetstar [LINK](#)



ATTACHMENT B – TABLE 4 MINIMUM REQUIREMENTS

In addition to the responses provided to Question 8 above, the Group has marked-up suggested amendments to “Table 4” as set out in the consultation paper below. The amendments marked-up reflect global industry practice, what is possible in practice, and a proportionate balance between consumer’s needs during their journey and their interest in arriving at their destination on-time. There should also be an appropriate balance between supporting directly impacted consumers, as well as ensuring that that support does not then impact on the ability to deliver on-time service for other consumers on subsequent flights.

The Group offers the following general comments with respect to Table 4:

- (1) **Safety** - all assistance obligations should be subject to safety considerations and operational feasibility as determined by the pilot-in-command. Where safety, security, crew duty time limitations, or critical operational circumstances prevent timely delivery of assistance, airlines may reimburse customer’s out-of-pocket expenses post-disruption. The pilot-in-command’s decisions regarding safety and operational matters are final and not subject to review except in cases of demonstrated bad faith or gross negligence - a fundamental principle of aviation safety globally.
- (2) **Hotel accommodation** - accommodation requirements should only apply where four conditions are met:
 - (i) Delay extends beyond midnight (not just 6+ hours duration); and
 - (ii) Next available flight is not until the following day; and
 - (iii) Passenger is away from their home port (>50km from residence); and
 - (iv) Accommodation is commercially available at reasonable rates.
- (3) **Arrival time delay assistance requirements** - the Group would welcome further understanding for this category of minimum levels of assistance pertaining to ‘arrival’ times.

The Group suggests this category of minimum levels of assistance be removed. In most cases customers will have accommodation and travel in place for their arrivals and most arrival time delays are outside an airlines’ control. If requirements remain, it should be further clarified that “connecting flights” only apply to flights on the same ticket.

- (4) **Denied boarding** – denied boarding 'due to no fault of their own' includes both within-control and outside-control circumstances and remedies should be disaggregated:
 - Within control (full cash refund applies): Overbooking, airline commercial decisions, airline operational issues, airline scheduling errors.
 - Outside control (credit with cash option applies): Government security directives, mandatory weight restrictions for safety (strong headwinds requiring fuel or passenger reductions), aircraft substitution required by manufacturer safety directive, airport capacity restrictions imposed by authorities.

In some circumstances, airlines are legally required to deny boarding due to government security directives, border control requirements, or official travel restrictions. These government-mandated denials are clearly outside airline control and should be treated accordingly, with rebooking





assistance and credit (with cash option) rather than cash refunds, as the airline has no ability to prevent or override such official directives.

In addition, it should be expressly referenced (no assistance entitlements) that passengers who fail to comply with the requirements in the airline's Conditions of Carriage, such as check-in/boarding requirements, denied for safety/security/intoxication/conduct reasons, fail to provide required documentation, or voluntarily choose not to travel are excluded. These exclusions must be explicit to prevent abuse.

- (5) **Rebooking and connecting flight provisions** - obligations and connecting flight protections should apply only to bookings on a single ticket (single PNR) with through-checked baggage. Passengers who book separate tickets for connecting flights should not be entitled to airline-provided rebooking or assistance for self-managed connections.

For through-bookings, rebooking obligations should be limited to:

- (i) the airline's own network;
- (ii) codeshare and interline partners with existing commercial agreements; or
- (iii) other airlines where commercially reasonable arrangements can be made on a case-by-case basis.

Airlines should not be required to purchase competitor inventory at unrestricted public walk-up fares. Low-cost carriers deliberately operate without broad interline agreements to minimise costs and enable low fares - this is a fundamental business model choice that enables consumer access to affordable aviation.

During widespread disruption events (major weather systems, airspace closures, airport infrastructure failures), securing seats for multiple cancelled flights within 24 hours domestic / 48 hours international often impossible regardless of price, as all carriers face similar capacity constraints and prioritise their own passengers. This should be recognised within the provisions.

Mandating unlimited competitor rebooking creates incentive for competitors to maintain artificially high walk-up pricing, knowing disrupted airlines must purchase regardless of cost - effectively rewarding competitors for other airlines' operational issues and removing competitive discipline from walk-up fare pricing.

Where suitable rebooking cannot be arranged within required timeframes through the airline's own network or available commercial relationships, travel credit (minimum 12 months validity) or refund options apply per footnote 34.

(6) Footnotes

Footnote number	Original	QAG recommendation
32	Except if departure imminent within 2 hours 45 mins max. Priority disembarkation information will be provided in guidance material.	Except if departure imminent within <u>3 hours (domestic) / 4 hours (international)</u> . The Group submits that US regulations should be followed here to account for a number of complexities that may be involved affecting the time it takes to disembark and flow-on impacts to subsequent services.
33	Vouchers will be provided for each meal required. The number of	Vouchers will be provided for each meal required. The <u>value</u> (rather than number) of the



	vouchers provided will depend on the amount of time a passenger is delayed.	vouchers provided will depend on the amount of time a passenger is delayed. The Group submits consideration needs to be given to different contexts like time of day, location of port, and whether food and beverages will be supplied such as on a full-service carrier. This includes circumstances where a voucher may be unusable at the port because food and beverage operations have closed.
34	Only when the consumer does not accept any of the alternatives presented.	For disruptions within airline control: Full cash refund (including taxes, fees, and charges paid), For disruptions outside airline control: Travel credit (12 months validity, without conditions or restrictions except those necessary to prevent fraud or meet legal requirements) as primary remedy.
35	And vouchers for personal items i.e. clothing, toiletries.	“Personal items” is too broad and we suggest limiting this to “essential items”. In addition, this should be fulfilled through an out of pocket expenses reimbursement process rather than by voucher as a voucher may limit a customer’s choice.
36	Including repayment of any additional carparking fees.	The Group further suggests limiting this to “only reasonable transport costs incurred / to be incurred”.



ATTACHMENT C - SUPPORTING VULNERABLE CUSTOMERS

The Group submits the following principles that could be included in the Charter relating to requirements for regulated entities to have an exceptional or compassionate policy and approach to protecting vulnerable consumers, rather than capturing these exceptional circumstances within the minimum requirements of the Charter. For example, by requiring airlines to provide a refund for cancellations outside of the airlines control.

Identifying Vulnerable Consumers

Regulated entities should maintain compassionate policies to support customers experiencing genuine hardship or vulnerability. A vulnerable customer is one whose changed circumstances materially impact their ability to utilise purchased travel. This may include:

- **Medical circumstances:** Serious illness, injury, or medical emergency affecting passenger or immediate family member requiring travel cancellation.
- **Bereavement:** Death of immediate family member or travelling companion.
- **Force majeure affecting passenger:** Natural disasters, civil unrest, or emergency evacuations at origin/destination preventing travel.
- **Personal crisis:** Family violence situations, military deployment, or other documented emergencies.
- **Financial hardship:** Demonstrated significant financial distress affecting ability to travel (job loss, financial emergency).

These categories are illustrative, not exhaustive. Airlines should retain discretion to assess individual circumstances and exercise commercial judgment in determining appropriate remedies.

In relation to vulnerable consumers regulated entities should:

- Provide vulnerable consumers with the opportunity through customer channels (digital, in-person, Customer Contact Centers, and written correspondence) to report a change in circumstance.
- Have processes to assess and respond to vulnerable consumers' circumstances and requests with empathy and discretion, including pathways for escalation and evaluation. A duty of care must be undertaken to ensure the privacy of the vulnerable consumer and their circumstances are protected.
- Have the ability to assess the appropriate form of reimbursement for impacted travel and / or issue a refund in lieu of a travel voucher where the cancellation is outside of the airline's control on the assessment of the individual vulnerable consumer's circumstance and the impact of refund format. For example, a medical emergency preventing near-term travel may be better served by extended credit validity (24+ months) than immediate cash refund if customer intends to travel once recovered. Conversely, bereavement or financial hardship may warrant cash refund.

We welcome the opportunity to further brief the Department on the compassionate policies in place today at Qantas and Jetstar.

