

Revised input to Aviation rights charter comments:

██████████ I was pleased to have participated in the round table discussion with a team of participants from across the spectrum. It was very well run and organized and gave good insight to the process. It was a very good discussion with good input – very well facilitated and run ██████████.

After listening to the contributions from the people on the team, I would like to make some additional comments.

Firstly, one of the people on the team made some strong comments about the proposed charter apparently showing no provision to give the charter some “teeth” by way of financial penalty of substance for breaches of the charter by Airlines / Airports.

The question of penalties seems to have been avoided by the government in setting up the proposed charter and it does not appear in the scope. I made some comments in my original submission about suggested financial penalties to be paid to customers based on the EU charter, which for example has something like a €250 penalty for flights up to 1500 klm and €400 for flights over 1500 klm. These penalties cut in when the delay is > 3 hours but compensation is also provided to similar values when a flight is cancelled < 14 days’ notice or a customer bumped to another flight and delayed (penalties for these can range up to €600)

Based on our own experience a couple of years back coming out of Hobart to Cairns, via Melbourne, our flight was delayed by the airline (virgin) and because they didn’t have another flight to Cairns that night, they bumped us to a flight on Qantas via Brisbane – that incurred no financial penalty to us for the extra cost on Qantas, but caused us to fly Hobart to Brisbane with a long wait at Brisbane before finally getting to Cairns after midnight – we had timed original flights to get Cairns **well before** the hire car company close of 1800 hours. Our accommodation was a half hour, \$70 taxi drive away from the airport, which we had to do twice to get back to pick up the car, so 6 hours late to our destination, \$140 worth of taxi fares and a day’s hire car payment wasted – we took up the case with Virgin and complained also about the very poor process at Hobart airport but got no suggestion of compensation.

The above scenario is the kind of scenario that should result in a compensation payment because arrival at destination was > 3 hours late (should be automatic payment of \$300 - \$400 for inconvenience) plus should be compensated for taxi fares and hire car cost (another \$300 - \$400 payment)

Another person on our round table suggested that the air charter should be like breaches in other domains, such as major outages and breaches caused by companies like Telstra, Optus etc. where they can incur big fines for breaches, should also apply to the Air Charter rights and be applicable to all the airlines and airports involved and whilst the rights of the customer should be very clearly spelt out in the charter, the penalties for failure by the airline / airport should be explicit, and defined. The air charter needs to be explicit for failure and breaches so that the airlines and airports are “incentivized” to do the right thing!

Like Consumer protection laws and process, it should also be clearly outlined in the charter the path for customers to contact the appointed “Air Ombudsman”, either directly (phone contact) or email / on line with established response times and clear expectation towards resolution of the complaint / issue raised by the customer.

There are many other scenario’s, such as people who book to travel to things like concerts, Weddings and special events only to have the airline cancel the flight at the last minute causing the customer to miss the event – in this situation, if the cancellation is < 7 days’ notice then I believe the customer should be able to cancel the flight (with full refund within 14 days) and be compensated for the cancellation itself (say up to \$300 - \$400) and be compensated for any hotel cancellation charges, hire car cancellation charges, ticket cancellation cost etc. as well. 7 days’ notice allows time to re-organize and potentially cancel hotels and hire cars etc. without penalty.

Your sincerely

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Original comments:

Aviation Customer Rights Charter comments.

A charter of rights for airline customers in Australia is long overdue as currently we are at the mercy and behest of the Airlines who are responsible for virtually every decision affecting their flights, schedules, and performance, aside from extreme weather events and some events outside of their control.

The proposed charter falls short on the Airlines being made to pay a cash penalty to the customer for “unreasonable” delays, of say 3 hours or more and predictably, the Government appears to have responded to the “lobby” again by not including cash compensation for delays, as Qantas, for example says it might cause them to “pre-emptively” increase fares to offset compensation claims.

Despite a predetermined “outcome” by the government which narrows the charter, I still believe that financial compensation should be paid and the Government should rethink this.

- **Flight delays of 3 hours or more:**
 - Consideration should be made to financially compensate the customer unless the airline can prove extenuating circumstances, like documented incident report.
 - Airline rescheduling for their own convenience should **not** be a reason to avoid compensation.
 - Airline rescheduling because airport closed the departure window or slot **is** a reason **not** to pay compensation.
 - Customer “bumped” to another flight because airline “overbooked” the flight should be a reason to pay compensation for inconvenience.
 - Where customer booked on subsequent flight and arrives at destination late and not able to pick up Hire car for example, airline to pay for travel to accommodation from the airport and back to hire car facility to pick up car next day.
- **Flight cancelled by Airline because of staff shortages / shortage of planes / rostering issues etc. which are all in the airlines control.**
 - If an alternative flight is not to be made available by the airline within 3 hours of cancellation, the ticket value shall be refunded in full **if** the customer chooses to cancel and book with another airline. Refund shall be immediate and “in full,” not up to 14 days as the Charter proposes!
 - If airline moves customer to an equivalent flight on its own airline or a competitor and the customer agrees to take the flight, then **no** additional charge or payment to the customer.
 - Airline Must offer full cash refunds immediately and in full, but customer has the choice to convert to a credit for alternative or future flight at no additional cost to them.
- **Flight cancelled or rescheduled for things outside the control of the Airline**
 - If flight cancellation is to be known by the airline for > 3 hours’, notice is to be given to customer and the rescheduled time nominated to avoid customer turn up for a “no flight” or delayed flight.
 - If customer is in the airport, checked in and the delay is to be in the next day, then customer should be compensated and / or if in agreement to move to rescheduled flight next day, given accommodation and travel voucher as compensation.
 - If customer is not in agreement with next day flight, then airline to offer **immediate** refund in full to the customer – Customer should have the choice to take a credit (their choice, **not** imposed choice by airline)
- **Lost and damaged luggage**
 - Clarify customer rights and enshrine in the charter what a customer is entitled to
 - Establish fair recourse and compensation:
 - Luggage suitcase / bag destroyed beyond continued use – establish minimum claim amount, say \$500 compensation which will cover the cost of most suitcases in use.
 - Upper limit set for suitcase that are high cost / high end - \$1000 or more

- Luggage and contents delayed by the airline (put on wrong flight or missed connection)
 - Customer to receive compensation for replacement of toiletries and items needed (including medication) – set minimum cost payment - \$250?
 - Airline is responsible to locate luggage and deliver to customer's address / hotel etc. at the expense of the airline.
- Luggage and contents Lost by the airline, missing for extended period, but no more than 21 days
 - Customer to receive compensation of up to say \$2000 for replacement of luggage and missing items.
 - Customer to substantiate contents missing (photos, receipts etc.)

- **Customer Service availability for ALL airlines operating in / out of Australia**

Currently, trying to get immediate, on-line assistance for booking difficulties, changes, over charging etc. is very much a mixed bag, and all airlines operating in Australia do not offer this service.

All airlines operating in / out of Australia should be compelled to have service contact available in Australia, through a "Service Desk," either at the airport, or available on line for customers to speak to a person.

Air Asia for example have an AI Bot with no other human contactable emails or phone numbers, and it is very difficult to get further up the line, based on our personal experience with an overcharge.

- We have personal experience of being double booked and charged on an Air Asia flight to and from Bali for 2 people (got charged twice for the return flights!) and despite hours and hours of attempts to speak to an agent, not possible, had to write off the money.
- ALL airlines that book on line or otherwise for Australian customers should have a customer service desk in Australia to deal with customer enquiries and complaints, with people to talk to, not just an AI Bot or "virtual" person on a chat line!
 - Customer should be able to speak to a service contact about any issues with ticket, overpayment, refunds, schedules etc. where there is a problem

- **Scope and application of the airline Charter**

In reading the draft proposal it appears that the Charter will apply to all airlines operating within and external to Australia (Domestic carriers and international carriers) – Under Australia law, all airlines who wish to do business in Australia should be covered in the scope with no exemptions.