

For current advice on international travel, please see the Smartraveller website.

To help Australian consumers, we have outlined a few commonly asked questions below.

## Commonly Asked Questions

Q. I want to cancel or change my booking, why can't I get through to my travel agent/airline/tour operator?

The Australian travel industry is experiencing an unprecedented volume of cancellations, changes and enquiries. ATAS accredited travel agents are working tirelessly to support affected consumers. We encourage all consumers to email the agent unless you are travelling within 48 hours.

Businesses are placing a priority on customers travelling within 48 hours, and also Australians needing to return to Australia. We ask for your patience and understanding as these bookings are prioritised at this time.

Check the business and/or end supplier website for any further specific information on how they are dealing with the crisis, and handling refunds/credits. Some airlines and cruise lines have made official statements regarding blanket future credits.

The ACCC has also states:

*"We also remind consumers that many small and medium business are trying to respond to the COVID-19 outbreak as best they can. We urge consumers to exercise patience and treat service staff with courtesy and respect as they fulfil consumer requests for refunds and remedies,"* Mr Sims said.

Q. The agent has said it may take months to process my refund/credit, is that right?

Many airlines, tour companies and hotels do, in normal circumstances, take up to 12 weeks to process refunds. This is not unusual. Customers also need to understand that there are significant delays in processing at this time and that your travel agent is working as hard as they can to support all their customers.

Q. My flight, cruise or tour has been cancelled. Am I entitled to a refund or credit?

The ACCC has advised that if your travel is cancelled due to government restrictions, this impacts your rights under the consumer guarantees.

You should refer to the terms and conditions of your booking. This includes any 'force majeure' clause which may be enlivened due to Covid-19. You should check the terms and conditions to see what is stipulated in the event of 'force majeure'.

If there is no 'force majeure' clause the 'doctrine of frustration' at common law may apply to the contract. This releases parties from their contractual obligations due to an event that is outside of both parties control. Some States have incorporated this doctrine into legislation, and thus frustrated contracts are determined by legislation in the following states:

SA: Frustrated Contracts Act 1988

VIC: Australian Consumer Law and Fair Trading Act 2012

NSW: Frustrated Contracts Act 1978

The application therefore varies across States in relation to frustrated contracts and whilst parties are released from their obligations, there is a common goal of restoring balance and fairness. This includes the recovery of 'reasonable expenses' which would enable travel agents to apply fees for their time in managing the contract.

Q. I've been charged cancellation fees, is this allowed under these circumstances?

As outlined above, the terms and conditions of your contract will determine what cancellation/service fees may be applied and where the contract is 'frustrated' travel agents can recover their reasonable expenses.

Consumer advocate CHOICE has also issued advice to consumers, confirming that agents are within their rights to charge cancellation fees.

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Q. What about travel insurance?

Travellers whose plans have been disrupted should first contact their travel agent, airline, accommodation provider or tour operator to seek a refund or to make alternative travel arrangements. Once the traveller has secured any available refunds or made alternative travel arrangements, they may then speak to their insurer about any remaining financial loss.

If you need further assistance, the Insurance Council of Australia (ICA) have a catastrophe hotline for policy holders to call for general advice on 1800 734 621. This line is open 24/7.

Consumers who have exhausted the above, but still need assistance, have a right to lodge a complaint with the Australian Financial Complaint Authority (AFCA).