B Compensation Policy

Due to the current unprecedented situation regarding COVID-19 (coronavirus), your right to obtain a refund or compensation in respect of flight cancellations may be impacted during this time. We have created dedicated a page to let you know how we can assist you during this time. You can access the page here.

The ACCC has also published some information for consumers about COVID-19 (coronavirus). You can read this **here**.

Our compensation policy contains everything you need to know if your flight is delayed or cancelled, and the assistance we provide in these circumstances.

1. Purpose of this policy

Our priority as a business is to get you to your destination safely and on time, having experienced our exceptional service. The safety of our passengers and crew is our paramount concern.

The nature of flying is unpredictable, and there are many factors involved in getting a flight safely into the air, some of which are within our control but some which are outside of our control. For these reasons, there are occasions when we need to make changes to our flight schedules. Our schedules and flight times are estimates; we do not guarantee schedules or flight times and they do not form part of your contract with us. This Policy sets out the compensation and assistance we will provide to you where your flight has been delayed or cancelled.

You may also have additional rights (including under the Consumer Guarantees in the **Australian Consumer Law**, for example) where your flight is delayed or cancelled and we cannot accommodate you on to a new service within a reasonable time. The Consumer Guarantees give consumers certain rights in relation to the products and services we supply which we cannot exclude, restrict or modify. Please see our **Consumer Guarantees page** for more information on your rights under the **Australian Consumer Law**.

The information provided in this Policy is not intended to be an exhaustive statement of your rights under the **Australian Consumer Law**, and you may be entitled to a refund or compensation in additional circumstances and for costs not specifically listed in this Policy in the event we delay or cancel your service.

2. When does this policy apply?

You may be entitled to the assistance set out in this policy where you have a confirmed reservation on a Tigerair Australia flight and we need to make a change to your reservation before or on your day of travel. As Tigerair Australia is a low-cost carrier with restricted operational flexibility, our ability to quickly re-accommodate you in the event of a delay or cancellation may be more constrained, but we will always do our best to get you away as quickly as possible having regard to the circumstances of the disruption.

3. What happens if Tigerair cancels or delays my flight 72 hours or more prior to my scheduled departure time?

If we need to change or cancel your flight 72 hours or more prior to your scheduled departure time, we will contact you using the contact details provided in your booking (which may be by phone, text or email) to advise you or your nominated booking contact of the change to your flight details.

• If your flight is moved less than 10 minutes earlier than the original scheduled departure time or is moved less than 4 hours later than the original scheduled departure time, we will provide you with the option to change the date or destination of your Booking, subject to payment of the prevailing change fee plus any applicable fare difference.

If your flight is moved 4 hours or more later than the original scheduled departure time or moved at least 10 minutes earlier than original scheduled departure time, we will provide you with the following, one-time options:

- Change your departure date: depart within 7 days from the original departure date, and we will waive the change fee and the difference in fare; or
- Change your destination: depart within 7 days from the original departure date, and we will waive the change fee. (please note that you must pay any applicable fare difference and/or taxes and charges); or
- Receive a credit account: (valid for 6 months from the date of issue on Tigerair Australia services only); or
- Receive a refund: opt for a full or partial refund for the affected sector.
- You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.
- 4. What happens if Tigerair cancels or delays my flight within 72 hours of my scheduled departure time?

If we need to change or cancel your flight within 72 hours of your scheduled departure time, we will notify you of the disruption as follows:

• For delays within 60 minutes of your original schedule time of departure, the airport will make an announcement that your service has been delayed. This information will also appear on our Flight Information Display (FID) screens at the airport.

- For delays more than 60 minutes from your original schedule time of departure, we will contact you by text message or email using the contact details you have provided.
- For flight cancellations, we will contact you by text message, or email using the contact details you have provided to advise you of your new service details.

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In the event we delay or cancel your scheduled service for an **Event Within Our Control** (see section 7) and your new service is more than 4 hours later than your scheduled departure time, we will provide you with the following options:

- We will move you to the next available Tigerair Australia service to the same destination at no further costs.
- There may be some circumstances where we will seek to transfer you to a service operated by another carrier to the same destination, if this is suitable to you.
- If we cannot make suitable alternative arrangements and you opt not to travel, you may request a credit or a refund of the total price you paid for your impacted flight by contacting our Customer Support Centre or your travel agent.

In the event we need to delay or cancel your scheduled service for a reason other than an Event Within Our Control and your new flight time is not suitable to you:

- We will move you to the next available Tigerair Australia service to the same destination at no further costs.
- If you are delayed 4 hours or more and we cannot make suitable alternative arrangements and you opt not to travel, you may request a credit equivalent to the total price you paid for your impacted flight by contacting our Customer Support Centre or your travel agent.

You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.

- 5. What happens if Tigerair denies me boarding (for reasons other than my conduct)?
 - On rare occasions we may request for volunteers to move to a later flight. If we do not get any volunteers, we may need to involuntarily move you to a new flight to the same destination.
 - If this occurs, we will move you to the next available Tigerair Australia service to the same destination without charge and we will also provide you with a credit for your inconvenience in the amount of \$85.00 per person.
 - If the new flight time is not suitable, to you may request a credit or a refund of the total price you paid for your impacted flight by contacting our Customer Support Centre or your travel agent.
 - You may be entitled to claim compensation for reasonable costs you incur as per section 8 or under the Australian Consumer Law.
- 6. What happens if an ancillary product or service I've purchased is not available?

In the event we do not provide you with the product or service you paid for and this failure is not due to your act or omission (for example, you will not be entitled to receive a refund if you breach the terms and conditions applicable to a service which results in us failing to provide you with the service). You may request a refund of the amount you paid for the product or service in accordance with the procedure outlined in the terms and conditions for that product or service.

7. Events Within Our Control

Tigerair Australia considers the following matters to be Events Within Our Control:

- Crew shortages;
- Unscheduled aircraft maintenance or other engineering issues;
- Malfunction of Tigerair Australia IT infrastructure (other than malicious attacks);
- An aircraft has been overbooked;
- You are denied boarding (either voluntarily or involuntarily) for reasons other than your conduct on your day of travel;
- You miss your next Tigerair Australia flight because we delayed or cancelled a flight for one of the above reasons; or
- We decide to stop operating services on a specific route for commercial reasons.

8. Claims for reasonable costs

In addition to the reasonable costs we will reimburse as outlined above, you may also be entitled to reimbursement of additional costs if the delay or cancellation constitutes a breach of the Consumer Guarantees under the Australian Consumer Law. Please see our Consumer Guarantees page for more information.

If Tigerair Australia delays or cancels your flight due to Events Within Our Control or you are Denied Boarding (as per section 5) and as a result, you are delayed overnight while you wait for your new Tigerair Australia service, you will be entitled to claim under this Policy the reasonable cost of hotel accommodation (if you are not at your home port and if we do not organise accommodation for you) up to \$120 per person per night.

Your claim should be submitted by contacting our <u>Customer Support Portal</u> in the first instance. Please keep receipts for all amounts you are claiming. We will not be able to reimburse you for any reasonable expenses if you are not able to provide us with evidence to our reasonable satisfaction that you incurred these costs. Where possible, you should take steps to mitigate costs or expenses you may incur.



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