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Consumer Guarantees and Refunds - Understanding your rights



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 a dedicated 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](#).

1. Purpose of this information.

Virgin Australia is committed to complying with the Australian Consumer Law (ACL). This page sets out information about your consumer guarantee rights under the ACL where we have delayed or cancelled your flight. It is not intended to be an exhaustive statement of rights available to consumers and we recommend you refer to the [ACCC website](#) or talk to an independent legal representative if you would like to learn more about your rights under the ACL.

This page does not set out the terms under which we provide our services to you. These terms are located in our [Conditions of Carriage](#) and the [Fare Rules](#) applicable to your booking.

2. What are the Consumer Guarantees?

The ACL protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the ACL requires that services must be carried out with due care and skill, be fit for a particular purpose and be provided within a reasonable time. These rights are called Consumer Guarantees.

The Consumer Guarantees cannot be excluded, restricted or modified in the terms and conditions under which we provide services to you (for example, our [Conditions of Carriage](#) and [Fare Rules](#)).

3. When you are entitled to a refund under the ACL – major failures

Under the ACL, if we do not provide services to you in accordance with the Consumer Guarantees you may be entitled to a remedy under the ACL depending on the circumstances. If there is a failure that cannot be remedied or amounts to a major failure, you are entitled to a refund and other remedies under the ACL. You may also be entitled to compensation for reasonably foreseeable losses caused by a failure.

A major failure is defined in the ACL and includes where a reasonable consumer would not have purchased the services had they known about the extent of the failure, the services are substantially unfit for purpose which cannot be remedied within a reasonable time, or the supply of the service creates an unsafe situation.

Practically, whether a flight delay or cancellation is a major failure will depend on a number of factors, including the reason for the delay or cancellation (for example, if it was caused by someone other than us or an event outside our control such as dangerous weather conditions) and whether or not we were able to reaccommodate you on to a flight within a reasonable time. What constitutes a reasonable time will depend on the circumstances and may not be the same each time you travel with us.

4. Events that may impact on our service and our assessment of compliance with Consumer Guarantees

The safety of our passengers and crew is our paramount concern. We try our very best to get you to your destination by the scheduled estimated time of arrival for your service. However, our ability to provide safe and timely flight services is significantly dependent on many factors that are outside of our reasonable control. For example:

- › Significant weather or other events such as incidents or security concerns may prevent us from landing at or departing from an airport or doing so safely;
- › We may be delayed in taking off or landing at an airport by Air Traffic Control to facilitate the safe and efficient operation of the airport;
- › An airport may be closed by the airport operator or technology provided by the airport operator or its third-party service providers may malfunction; or
- › Medical emergencies may occur on board which require us to facilitate the provision of care for the affected guest.

For these reasons, while we will exercise due care and skill in providing our services, we are not able to guarantee that we will depart or arrive at the estimated departure or arrival times we have listed for your service at the time you make your booking and they do not form part of your contract with us (we let you know this in our Conditions of Carriage and during the booking process). In fact, part of providing our service with due care and skill may be to delay take off until, for example, weather conditions are safe for take off. We also take into account these factors in determining whether we have provided you with your service in accordance with the Consumer Guarantees, as required by the ACL.

For all the reasons above, if you need to be at your destination at a specific time (for example, if you are attending a wedding or have onward travel plans with a third-party service provider such as a cruise), we strongly recommend that you carefully consider your travel requirements when booking your Virgin Australia flights and allow enough time for contingencies. We also recommend that take out travel insurance to cover you for any unexpected disruptions to your travel plans.

5. When we will provide you with a refund

At Virgin Australia, we value our customers and want to ensure you have the best experience with us. That's why we have committed to provide you with the ability to obtain a refund in a range of circumstances regardless of whether there has been a major failure to comply with the Consumer Guarantees. Please see our [Guest Compensation Policy](#) for more information about the assistance and compensation we provide where we delay or cancel your service. For guests travelling on flights between Australia and the USA, please also view Virgin Australia's [Customer Service Plan](#).

Sometimes we will provide you with the ability to obtain a refund even when we have not failed to comply with the Consumer Guarantees. We do this because we value you as a customer and we want to ensure you get to your destination as quickly as possible.

6. Claim for additional reasonable costs

Under our [Guest Compensation Policy](#), there are circumstances when you will be able to claim for a defined list of reasonable expenses you may incur if we delay or cancel your flight.

In addition, under the ACL you are entitled to reimbursement of reasonably foreseeable costs incurred if the delay or cancellation constitutes a breach of the Consumer Guarantees under the ACL. Whether or not a delay or cancellation constitutes a breach of the Consumer Guarantees and whether or not the costs incurred are reasonably foreseeable require us to assess your claim having regard to all relevant circumstances, including the reason your flight was delayed or cancelled (for example, if the delay was caused by someone other than us) and how long it was delayed.

Please contact us on the details in section 9 below if you think you may be entitled to additional reimbursement beyond that provided under the [Guest Compensation Policy](#). Where possible, you should take steps to mitigate costs or expenses you may incur.

7. How much will my refund be for?

If you are entitled to receive a refund under the Guest Compensation Policy or the ACL of any amount you have paid us where we have delayed or cancelled your service or have otherwise failed to provide you with the product or service, a refund will be provided for the total price paid for the product or service to the extent the services have not already been consumed.

8. Can I get a refund if I have changed my mind?

The ACL does not require us to provide you with a refund just because you have changed your mind. However, you may be able to get a refund depending on the Fare Rules for your purchased fare. Please see our [Fare Types](#) guide for more information.

9. If I think I am entitled to a refund and/or compensation for reasonable costs, how do I go about getting my refund?

If you booked directly with Virgin Australia, you will need to contact the [Guest Contact Centre](#) on 13 67 89 in the first instance for assistance.

If you booked through your travel agent, you will need to contact your travel agent directly to process your refund and/or claim for reasonable costs.

10. How long will it take for my refund and successful compensation claim to be processed?

If you booked directly with Virgin Australia, your fare refund will generally take up to 21 days to process. If you have purchased a Virgin Australia ancillary product (for example, Economy X), your refund will be processed in accordance with the specific terms and conditions for that product.

If you booked through your travel agent, your refund will be processed in accordance with the terms and conditions you have agreed with your agent. Please contact your travel agent directly for more information.

11. Where can I get more information?

For more information about your rights under the Australian Consumer Law, visit the Australian Competition and Consumer Commission's website at www.accc.gov.au.

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