



# COVID-19 (coronavirus) information for consumers

This page offers advice and guidance to consumers on their rights in relation to cancellations caused by COVID-19 restrictions. We are aware that many businesses are struggling to process the high number of cancellations at this time. We ask that consumers contact the business by email or its website where possible, rather than by phone, and try to remain patient. It may take smaller businesses more time to respond because the impact of this pandemic is both unprecedented and complex. The ACCC is alert to any instances of unfair or unconscionable conduct on the part of businesses in dealing with consumers during the current crisis.


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## Travel cancellations and changes

### ▶ My flight, cruise or tour has been cancelled. Am I entitled to a refund? ^

- If your travel is cancelled the ACCC expects that you will receive a refund or other remedy, such as a credit note or voucher, in most circumstances.
- If your travel is cancelled due to government restrictions, this impacts your rights under the consumer guarantees. However, you may also have other remedies outside of the Australian Consumer Law.

- For example, you may still be entitled to a refund under the terms and conditions of your ticket.
- If you had a right to a refund under these terms and conditions at the time you purchased your ticket, businesses are not permitted to change the terms at a later time to deny you a refund.
- Depending on your circumstances, you may also have other rights under common law, contract or state legislation.
- You should contact the business directly to request a refund or other remedy such as a credit note or voucher.
- If you receive a credit note or voucher, it should have an expiration date which is long enough to allow you to use the credit note or voucher.
- State and territory consumer protection agencies may be able to assist with guidance or conciliation involving relevant state legislation. Consumers may also wish to seek independent legal advice about whether they may have a remedy under common law, contract or state legislation.
- The ACCC encourages all businesses to treat consumers fairly in these exceptional circumstances.

▶ My flight, cruise or tour service has been cancelled. Am I entitled to compensation for related expenses booked separately, such as accommodation? 


▶ You should first approach the provider of the related service to see if they are prepared to offer a refund, replacement service or voucher. 

- You should also check whether you are covered under any travel insurance policy.
- You may be entitled to compensation for these expenses under the Australian Consumer Law but this will depend on the specific circumstances. This is unlikely to be the case where the travel is cancelled due to government restrictions.

I wish to cancel my travel booking due to health and safety concerns about COVID-19. What are my rights in this situation?

- If you no longer wish to travel due to concerns about COVID-19, this may be treated as a 'change of mind'.
- You should contact the provider to see if you are entitled to a remedy such as full or partial refund, credit note or voucher.
- If you have a health condition that means you are at higher risk you should contact the provider to see if they will offer you a refund or a voucher for a later date.
- Given the exceptional circumstances, the ACCC encourages all businesses to treat consumers fairly.

## Event cancellations

- ▶ I bought tickets for an event that has been cancelled. Am I entitled to a refund? 


- If your event is cancelled the ACCC expects that you will receive a refund or other remedy, such as a credit note or voucher, in most circumstances.

- If the event is cancelled due to government restrictions, this impacts your rights under the consumer guarantees. However, you may also have other remedies outside of the Australian Consumer Law.
- For example, you may be entitled to a refund under the terms and conditions of your ticket.
- If you had a right to a refund under these terms and conditions at the time you purchased your ticket, businesses are not permitted to change the terms at a later time to deny you a refund.
- Depending on your circumstances, you may also have other rights under common law, contract or state legislation.
- You should contact the business directly to request a refund or other remedy such as a credit note or voucher.
- If you receive a credit note or voucher, it should have an expiration date which is long enough to allow you to use the credit note or voucher.
- State and territory consumer protection agencies may be able to assist with guidance or conciliation involving relevant state legislation. Consumers may also wish to seek independent legal advice about whether they may have a remedy under common law, contract or state legislation.
- Given the exceptional circumstances, the ACCC encourages all businesses to treat consumers fairly.

- ▶ I bought tickets to an event that has been cancelled. Am I entitled to compensation for related travel or accommodation expenses booked separately?



- You should first approach your travel or accommodation provider to see if they are prepared to offer a replacement service, refund or voucher.
- You should also check whether you are covered under any travel insurance policy.
- You may be entitled to compensation for these expenses under the Australian Consumer Law but this will depend on the specific circumstances. This is unlikely to be the case where the event is cancelled due to government restrictions.

▶ I bought tickets for an event but no longer wish to attend due to concerns about COVID-19. Am I entitled to a refund? 

- If you no longer wish to attend an event due to concerns about COVID-19, this may be treated as a 'change of mind'. You should contact the event organiser to see if you are entitled to a remedy such as full or partial refund, credit note or voucher.
- If you have a health condition that means you are at higher risk, you should contact the event organiser to see if they will offer you a refund or a voucher for a later date.
- Given the exceptional circumstances, the ACCC encourages all businesses to treat consumers fairly, including by offering refunds as a goodwill gesture where appropriate.

## Product price increases

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▶ Can businesses increase prices for certain products that are in heightened demand due to COVID-19 (for example, face masks)?



- The ACCC cannot prevent or take action to stop excessive pricing, as it has no role in setting prices.
- In some limited circumstances excessive pricing may be unconscionable, for example where the product is critical to the health or safety of vulnerable consumers.
- If a business makes misleading claims about the reason for price increases, it will be breaching the Australian Consumer Law.

## Gym memberships

I have membership to a gym which has closed down due to the COVID-19 pandemic.

▶ Do I have to continue making regular payments?



- The Australian Consumer Law prohibits businesses from taking payments for goods or services when there are reasonable grounds to believe the services won't be supplied. This applies whether or not your contract allows you to suspend payments. So you do not have to continue to make regular payments while services have ceased.

▶ What if the payments have already been deducted?



- If payments have been deducted then you should contact the business to have the payments refunded.

▶ Can my gym charge me a membership ‘freeze’ or ‘holding’ fee for the period they are closed? ▼

- Membership ‘freeze’ or ‘holding’ fees may be charged by gyms when customers elect to pause their membership, if this is permitted by the terms and conditions.
- Given many memberships are being paused due to the government restrictions preventing gyms from operating, rather than customers requesting a pause, the ACCC expects that gyms will not charge membership ‘freeze’ or ‘holding’ fees.
- The ACCC also expects that gyms will refund any such holding fees incorrectly charged since the government restrictions came into effect.

▶ What if I have made an upfront payment that covers the closure period? ▼

- If you’ve made an upfront payment that covers the period of the closure then the ACCC expects you will receive a refund or other remedy such as a credit note or voucher. However, if the service has been suspended due to government restrictions, this impacts your rights to a refund under the consumer guarantees. You should look at the terms and conditions of your contract and any cancellation policy announced by the business, and get in touch with them directly. You may also have rights under contract law where the contract can no longer be performed.

## Food delivery services

I have subscribed to a food delivery supplier which has stopped its delivery service.

▶ Do I have to continue making regular payments? ▼

- There should be no further payments while supply or delivery of food has stopped. The Australian Consumer Law prohibits businesses from taking payments when there are reasonable grounds to believe the services won't be supplied. This applies whether or not your contract allows you to suspend payments.

▶ What if the payments have already been deducted? ▼

- If payments have been deducted then you should contact the business to have the payments refunded.

▶ What if I have made an upfront payment that covers the period when the food supply has been suspended or stopped? ▼

- The ACCC expects you will receive a refund or other remedy such as a credit note or voucher while food supply has stopped. However, your rights to a refund under the consumer guarantees can be impacted if supply has stopped due to government restrictions, so you should look at the terms and conditions of your contract and any cancellation policy announced by the business. It is best if you contact the provider directly to request a refund or other remedy such as a credit note or voucher.

## Wedding cancellations

▶ My venue has cancelled my booking. Am I entitled to a refund of my deposit? ▼



- If your wedding is cancelled due to government restrictions, this impacts your rights under the consumer guarantees. However, you may also have other remedies outside of the Australian Consumer Law.
- For example, you may be entitled to a refund of your deposit under the terms and conditions of your booking.
- You should contact the venue directly to request a refund or other remedy, such as a credit note to postpone your wedding to a later date.
- If you had a right to a refund under the terms and conditions at the time you made your booking, businesses are not permitted to change the terms at a later time to deny you a refund.
- If you receive a credit note or voucher, it should have an expiration date which is long enough to allow you to use the credit note or voucher.
- Depending on your circumstances, you may also have other rights under common law, contract or state legislation.
- For example, you may have rights under contract law where the contract can no longer be performed.
- State and territory consumer protection agencies may be able to assist with guidance or conciliation involving relevant state legislation. Consumers may also wish to seek independent legal advice about whether they may have a remedy under common law, contract or state legislation.
- The ACCC encourages all businesses to treat consumers fairly in these exceptional circumstances.

▶ My wedding has been cancelled or reduced in size. Am I entitled to a refund of the deposit I've paid separately to other vendors for products or services I no longer need, such as my florist, photographer, live band, car hire company, etc.? ▼

- You should first approach the provider of each service to see if they are prepared to offer a refund or other remedy, such as credit note or voucher.
- Whether you are entitled to refund of your deposit will depend on the terms and conditions of your booking with each vendor.
- You may also have rights under contract law where the contract can no longer be performed.
- Given the exceptional circumstances, the ACCC encourages all businesses to treat consumers fairly.

▶ I've purchased my wedding dress online from overseas and I'm worried it won't be delivered. Can I cancel my order and get a refund? ▼

- If a supplier has accepted payment for your wedding dress, they must supply it to you by the date they have indicated or, if no time was specified, within a reasonable timeframe.
- You should first contact your supplier to ask whether the dress is still able to be delivered and, if so, when you can expect to receive it.
- If the business advises that your dress can no longer be supplied, then the ACCC expects you will receive a refund or other remedy such as a credit note or voucher.

- The ACCC understands that many businesses are struggling to manage supply delays at this point in time due to circumstances outside their control. We urge consumers to remain patient and anticipate that it may take longer than usual for goods to be supplied.

▶ I want to return my (un-worn) wedding dress, shoes, bridesmaids' dresses etc. because I no longer need them. Am I entitled to a refund for these items? ▼

- You are not entitled to a refund under the Australian Consumer Law if you wish to return wedding items that you have purchased but no longer require.
- Under the Australian Consumer Law, you are only entitled to a remedy if your product fails to meet a consumer guarantee. The remedy you're entitled to will depend on whether you have a major or minor problem with the product.

▶ My guests' travel to my wedding has been cancelled due to a Government restriction or change of mind. Are they entitled to a refund? ▼

- Please see our [FAQ](#) on travel cancellations and changes.

▶ Am I entitled to a refund for travel I have booked for my honeymoon? ▼

- Please see our [FAQ](#) on travel cancellations and changes.

▶ I took out wedding insurance, but I've been told it doesn't cover me for cancellations due to COVID-19. What can I do? ▼

- You should first contact your insurer to check whether you are covered for your wedding cancellation under your wedding or event insurance policy.

- If you disagree with your insurer's decision you should discuss your complaint with them and explain what you would like the outcome to be. As part of the insurer's Internal Dispute Resolution they will have a certain number of days to respond to your dispute.
- If your dispute remains unresolved, you can contact the Australian Financial Complaints Authority (AFCA) for assistance. The AFCA Significant Event Hotline (1800 337 444) provides priority service for those financially impacted by COVID-19 and wish to make a complaint about financial products or services.

## Material changes to services

In order to provide services in line with the government restrictions, some service providers have changed the substance of the service consumers had originally contracted them to provide. For example, in person guitar lessons replaced with online guitar lessons, or gym memberships replaced with access to online workout plans.

### ▶ Do I need to keep paying for this changed service?

- Where there have been changes to the service being provided, the ACCC expects that the business will clearly communicate these changes to its customers.
- Your rights in relation to a changed service will depend on whether the change is a material change or whether the change has a minimal effect on the business' ability to provide the service originally contracted for.
- Where the change is a material change, you may wish to still continue with the service. However, if you do not wish to continue, the ACCC expects that business will not charge you for the changed service where you have advised the business that you do not wish to proceed with the changed service.

## Effects on telecommunication services

The impacts of COVID-19 may be affecting the provision of telecommunication services. The information below addresses some queries consumers may have.

The ACCC encourages service providers to be open and transparent in terms of any restrictions or limitations that they place on their services, and to treat their consumers fairly in these exceptional circumstances.

Providers also have financial hardship assistance programs available, and many are offering additional help such as temporarily waiving late payment fees. Check your provider's website to see what's available and how to access it.

In any instance, if you cannot resolve the problem directly with your service provider, you can lodge a complaint with the [Telecommunications Industry Ombudsman](#).

▶ With more users online, my internet service isn't working as well as it should (e.g. slower speed, interrupted service) – what are my rights? ▼

- The quality of internet services in Australia may be affected by increased consumer demand.
- Under the Australian Consumer Law (ACL), businesses should not take payments for services when they know they are unable to supply those services, or will only be able to supply materially different services.
- If you are not receiving the internet service you signed up for, you may also be entitled to certain remedies under the ACL consumer guarantees, depending on your circumstances. You may also have other remedies outside of the ACL, such as under common law, contract or state legislation.
- If you have concerns about your internet service you should first contact your provider and seek to resolve your complaint.

- Internet service providers might address your concerns in various ways, for example by offering additional ‘free’ features like unlimited data during the crisis, or a change of plan.

- ▶ I don't get full access to the same quality of service provided by my streaming platform or video content provider (e.g. there are limits to ultra-high definition content) – what are my rights? ▼

- During the COVID-19 crisis, there might be a reduction in bandwidth which may result in a temporary reduction of services provided (e.g. by limiting the availability of ultra-high definition services), but in most circumstances, the overarching service will continue to be provided.
- The reduction in quality may not be very noticeable, and we urge consumers to remain patient during any temporary disruptions to service quality.
- However, if you still have concerns, you can seek further information from your video content provider and discuss potential remedies, including for example a change of plan if you are on a subscription service.
- If you are on a subscription service and you do not believe you are receiving what you signed up for, you may be entitled to certain remedies under the ACL consumer guarantees, depending on your circumstances. You may also have other remedies outside of the ACL, such as under common law, contract or state legislation.

- ▶ I've paid for a subscription service to receive sporting service – what are my rights? ▼

- Major sporting codes in Australia and overseas have cancelled, suspended or postponed their seasons in response to COVID-19, and this means that many popular live sports are currently not available on subscription service platforms.

- If you signed up with a subscription service to receive live sports, and these live sports are no longer available, the ACCC expects that you will receive a refund or other remedy in most circumstances, and will not continue to be charged for your subscription while the services cannot be provided.
- Under the Australian Consumer Law, businesses should not take payments for services when they know they are unable to supply those services, or will only be able to supply materially different services.
- If you are not receiving what you signed up for, including concerns about any replacement services (e.g. a 'movies' package in substitute for live sports), you may be entitled to certain remedies under the ACL consumer guarantees, depending on your circumstances. You may also have other remedies outside of the ACL, such as under common law, contract or state legislation.
- You should first approach your subscription service provider to see if they are prepared to offer a change of plan or other remedy.

▶ I'm using my service differently and it's not up to the task.



- If you are spending increased time in your home, including working from home, you might find that your current mobile or internet plan is no longer suitable, particularly if there are a number of people using the same service in your home.
- There are many different mobile and internet services available, from entry level with minimal inclusions to high level plans which might include more data, phone calls and other content.
- If your needs have changed, contact your service provider and see if they have a better plan for you, or see what other providers might be able to offer you.

- Plans also change over time so if you haven't looked at your mobile or internet plan for a while this might a good time to get a better deal.
- It is also worth noting that some mobile and internet service providers are increasing data allowance packages for consumers.

## Still have issues or concerns?

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You can [contact the ACCC](#) with consumer and small business questions or concerns relating to the COVID-19 pandemic.

## More information

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[Flight delays & cancellations](#)

[MoneySmart - Travel insurance](#)

[ACCC/AER position statement on COVID-19](#)

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