

To whom it may concern,

This is an addendum to submission 11 of the Airline Passenger Protections (Pay on Delay) Bill 2024.

On 7 July 2024, I submitted a claim to Virgin Australia for reimbursement of the alternative outbound flight via Sydney which I cancelled as I found a less inconvenient direct flight with Qantas. On 12 July 2024 they rejected my claim on the following grounds:

"We understand that you have decided to cancel the flight as the new schedule we have provided is unsuitable. After a thorough investigation, we can confirm that you agreed on our terms and condition [sic] that once we change your flight as a result of disruption, the next changes or cancellations, fare rules will apply which may include the Virgin Australia Conditions of Carriage and Fare Rules.

Whilst we remain apologetic, the terms and conditions of your booking and travel bank still apply, and we will not be forthcoming with your request for a refund in this instance.

Please keep in mind that if you're unable to utilise the credit for yourself, you can book travel for someone other than [sic] those on the original booking."

Four days later on 16 July 2024, and with no prompting from me, I received a different reply:

"We also recommend our guests take out travel insurance when they fly because we're not able to guarantee flight times (we mention this in our Conditions of Carriage).

We acknowledge receipt of your claim for reimbursement of your flights due to the disruption. A refund amount of \$763.82 has been provided to the bank account details you supplied.

Please allow up to 14 business days for this amount to appear in your account."

And on 17 July 2024:

"Rest assured, the refund amount will be \$862.82, which includes the \$99 cancellation fee that was charged to you."

Could it be because I had written to the Committee and my submission was published on 15 July 2024? Is this what it takes to make an airline take responsibility? How many airline passengers have the time and wherewithal to publicly shame an airline?

I received the refund on 23 July 2024.

However, I remain out of pocket \$323. The accommodation provider in New Zealand could not reimburse me for the lost nights (\$188) and my season ski passes could not be refunded and replaced with multi and day passes (a difference of \$135). My comprehensive travel insurance would not cover these losses as an airline cancelling a

flight for "operational reasons" is considered a general exclusion. Thus, when Virgin Australia advises travellers, "We also recommend our guests take out travel insurance when they fly because we're not able to guarantee flight times (we mention this in our Conditions of Carriage)" and they duly do so, but then are denied compensation, who is responsible? I would have thought it was the airline. Why should the insurance company take the loss? To do so would be to its detriment (decrease in shareholder value) and the airline's gain (increase in shareholder value) for a decision made by the airline.

Until airlines are legally forced to compensate passengers for cancelling flights and inconveniencing (holidaying) passengers, consumers will be expected to bear the cost of an airline's decision to reduce their costs to increase shareholder value, which is patently not right!

Sincerely,

Samantha Roberts