



COVID-19 Travel Disruptions

This advisory stipulates some legal principles applicable to situations relating to disrupted travel, events and trade. When applying these principles, the Fijian Competition and Consumer Commission (FCCC) encourages businesses and consumers to treat each other fairly, taking into account the circumstances that they each face.

Travel Disruptions FAQs

I bought a ticket to travel overseas before the border closure. Am I entitled to a refund?

- You may be entitled to a refund under the terms and conditions of your ticket.
- If travel to your destination is cancelled, FCCC expects that the consumers will receive a refund or other remedies such as a credit note or voucher, in most circumstances.
- In some cases, consumers will have the right to receive a refund, rather than a credit note or voucher.
- If you had a right to a refund under the 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.
- FCCC may assist in the circumstance where any of the remedies above are not provided.
- FCCC encourages all businesses to treat consumers fairly.

I booked a ticket to travel from Labasa to Suva by boat before the Suva lockdown. Am I entitled to a refund?

- You may be entitled to a refund under the terms and conditions of your ticket. In the event there are no terms and conditions to address such an issue, you are either entitled to a full refund or credit is carried forward.

I booked and paid a deposit for a rental vehicle to travel to Lautoka before the Lautoka lockdown. Am I entitled to a refund?

- The payment is for renting a vehicle. Should this transaction not eventuate due to such circumstances and no costs are incurred by the rental company, you are entitled to a full refund.

I made my booking through a third party (travel agent) and now I cannot go because of the lockdown. They will not give a credit or a refund, can they do that?

- You must check the terms and conditions of your booking. Some terms and conditions will provide rights to a refund; other contracts will state that a credit will be provided. Nevertheless, should there be no terms and conditions, cancellation of travelling due to the circumstances stated provides a rationale exemption from being charged any costs. However, in such circumstances, it is always a good idea to negotiate the terms of settlement.

If the travel tickets were bought for an event but this had been cancelled. Am I entitled to a refund?

- FCCC expects that you will receive a refund or other remedies, such as a credit note or voucher, in most circumstances.
- 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 or contract law. 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.
- Consumers may also wish to seek independent legal advice about whether they may have a remedy under common law or contract law.
- Given the exceptional circumstances, the FCCC encourages all businesses to treat consumers fairly.

Am I entitled to compensation for related travel or accommodation expenses booked separately?

- Firstly, you must approach your travel agent or accommodation provider to see if they are prepared to offer a replacement package, refund or voucher.
- You should also check whether you are covered under any travel insurance policy.
- Consumers may also wish to seek independent legal advice about whether they may have a remedy under common law or contract law.

