

SEVENTEENTH CONGRESS OF THE
REPUBLIC OF THE PHILIPPINES)
First Regular Session)

HOUSE OF REPRESENTATIVES

RECEIVED

DATE: 08 AUG 2016

TIME: 10:26 am

BY: peli

REGISTRATION UNIT
BILLS AND INDEX SERVICE

HOUSE OF REPRESENTATIVES

H. No. 2611

Introduced by Representative Vilma Santos-Recto
6th District of Batangas

AN ACT

PROVIDING FOR A BILL OF RIGHTS FOR AIR PASSENGERS, PENALIZING
VIOLATIONS THEREOF, AND FOR OTHER PURPOSES

Explanatory Note

Investments, trade, labor and tourism benefit from and rely on a convenient, affordable and efficient air transport system. Air transport and storage sector accounts for 65.6 billion pesos or 0.5% of the total Gross Domestic Product (GDP) of the Philippines for 2014. The industry provides employment for about 123,000 individuals through direct, indirect and induced employment while it supports another 4.3 million jobs and livelihood through catalytic activities like tourism and household consumption¹. It also contributes an estimated P26 billion in taxes on corporate and individual income, travel, supply chain consumption and others². The vital role of the air transport industry in promoting inclusive economic growth provides the imperative to ensure that it functions effectively and efficiently for service providers and consumers alike.

The liberalization of the air transport industry through the adoption of Executive Order No. 219 on January 1995 was a government response to problems brought about by the restricted air transport industry in the Philippines. It provided the mandate needed to liberalize the aviation industry, introduce more business players, open more routes, increase flight frequency and capacity, and provide more competitive fares. Through these provisions, the government aimed to expand investment and trade, to improve access for air passengers, and to address the inaccessibility and inadequacy of the air transport service.

Today, the air transport industry enjoys remarkable growth as evidenced by the upsurge in the clientele it serves. Records from the Civil Aeronautics Board (CAB) show that domestic scheduled passenger traffic increased by more than thirty-three percent (33%) from 16,568,308 in 2010 to 22,082,045 in 2015³. The number of international scheduled passengers, meanwhile, grew by more than thirty-nine percent (39%) to 19,864,977 in 2015 from 14,283,105 in 2010⁴. On the average, some 115,000 people flew daily to various domestic and international destinations in 2015 compared to an average of 84,500 people in 2010. The increased utilization of air transport was credited to the introduction of greater competition in the major routes, lower airfares and more available flights⁵.

¹ Oxford Economics. (2011) The Philippines Country Report: Economic Benefits from Air Transport in the Philippines. International Air Transport Association.

² Rimando, L. (2012, February 29). IATA: Philippine aviation contributes 2.4% to GDP, employs 4.4-M. *Rappler Philippines*.

³ Civil Aviation Board. (2015). Scheduled Domestic Passenger Traffic 2006-2015. Pasay City: Civil Aeronautics Board.

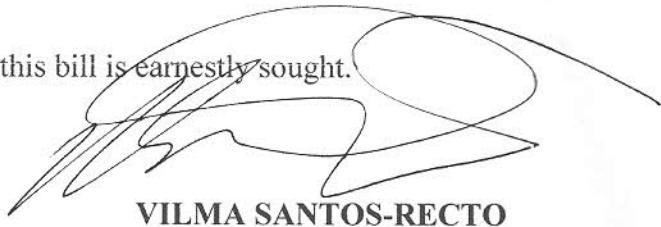
⁴ Civil Aviation Board. (2015). Scheduled International Passenger Traffic 2006-2015. Pasay City: Civil Aeronautics Board.

⁵ Austria, Myrna S. (2001, August). Competition in the Domestic Air Transport Industry: Can it be sustained without competition policy? *Policy Notes*(6). 1-8.

The marked improvement in terms of passenger growth and airport activity, however, comes not without cost; it brought with it the reemergence of the problems supposedly addressed by the liberalization of the air transport industry. Every day, cases of arbitrary passenger off-loading, mishandling of baggage, unannounced flight delays and cancellations, and even needless bodily harm fill the accounts of local and foreign travellers that use Philippine airport facilities. With the sheer volume of passengers affected, interventions should be instituted to ensure that the rights of passengers are upheld and violations of those rights are penalized.

This bill⁶ seeks to accomplish several undertakings. It seeks to affirm the right of passengers to receive the full value of the service they have purchased and the conveniences it offers. It protects the rights of passengers especially during inopportune events where they are deprived of check-in or boarding, their flights are cancelled or delayed, their bags are destroyed, or when bodily harm are inflicted upon them. It establishes measures to redress grievances of affected air passengers and sets the level of compensation for violations of a passenger's rights. Most importantly, it maintains the right of every air passenger to receive truthful information with regard to the contract of carriage they have entered into. In sum, this bill aims to protect the rights and welfare of air passengers, curb unjust and dishonest business practices, and promote efficiency in air transport service.

With these intentions in mind, the swift passage of this bill is earnestly sought.



VILMA SANTOS-RECTO

/mdg

⁶ This bill was filed as House Bill No. 6191 in the Third Regular Session of the Sixteenth Congress.

HOUSE OF REPRESENTATIVES
2611
H. No. _____

Introduced by Representative Vilma Santos-Recto
6th District of Batangas

AN ACT
PROVIDING FOR A BILL OF RIGHTS FOR AIR PASSENGERS, PENALIZING
VIOLATIONS THEREOF, AND FOR OTHER PURPOSES

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

1 **CHAPTER I**

2 **GENERAL PROVISIONS**

3 **SECTION 1. Short Title.** – This Act shall be known as the “Air Passenger Bill of Rights
4 Act.”

5 **SEC. 2. Declaration of Policy and Objectives.** – It is hereby declared the policy of the
6 State to promote the welfare of airline passengers and strengthen the regulatory framework that
7 will ensure safe, efficient, convenient and secure services to the riding public in civil aviation.
8 The State shall pursue a policy mandating full disclosure of all aspects relating to the contract of
9 carriage. The State shall adopt the generally-accepted principles of relevant international laws to
10 which the country is a signatory. Pursuant thereto, the State shall penalize any act of air carriers
11 which violates the rights of air passengers as defined under this Act.

12 **SEC. 3. Definition of Terms.** – For the purpose of this Act, the term:

13 (a) “Air Carrier” refers to an airline providing transportation services in a contract of
14 air carriage;

15 (b) “Airline Ticket” or “Ticket” refers to the document that sets forth in writing the
16 contract of air carriage that contains all the stipulations agreed upon by the air carrier and the
17 passenger, the relevant provisions of this Act and all other laws, treaties, or international
18 agreements concerning air carriage;

19 (c) “Baggage” refers to any personal property carried by the passenger which has
20 been checked-in with the air carrier;

21 (d) “Cancellation” refers to the act of calling off a flight. This shall include the
22 following instances:

23 1) Cancellation by the air carrier before the estimated time of departure
24 (ETD) whether or not the reason for the cancellation is due to air carrier’s fault;

25 2) Cancellation by the air carrier after an unduly long delay; and

26 3) Failure of the passenger to board a particular flight or a situation deemed
27 cancelled as provided under this Act;

28 (e) “Check-in Deadline” refers to a reasonable time before the published ETD as maybe
29 prescribed by the Civil Aeronautics Board (CAB) at which a passenger may physically present
30 travel documents to the air carrier at the latter’s check-in counter;

1 (f) “Check-in Period” refers to the time when the air carrier’s check-in counters are
2 open to accept and process passengers checking in for their flights which starts at least two (2)
3 hours before the ETD in international airports and in airports designated by the Department of
4 Transportation and Communications (DOTC). In other airports, the check-in period shall start at
5 least one (1) hour before the ETD;

6 (g) “Confirmed Reserved Seat” refers to a seat which has been requested by a passenger
7 on a specific date and on a specific flight and class of service of a carrier, and which the carrier
8 or its agent has verified, by appropriate notation on the ticket, as being reserved for the
9 accommodation of the passenger;

10 (h) “Convention” refers to the applicable international agreement, convention, or treaty
11 on carriage of goods or persons by air;

12 (i) “Delay” refers to the deferment of a flight to a later time;

13 (j) “Denied Boarding” refers to a situation where a passenger who has physically
14 presented travel documents pertaining to a confirmed seat reservation at the proper time and
15 place, and has fully complied with the carrier’s check-in reconfirmation procedures, and the
16 carrier’s tariff requirement, is not allowed to board the aircraft;

17 (k) “Denied Check-in” refers to a situation where a passenger, who has physically
18 presented travel documents to an air carrier’s check-in counter at the appointed area and at the
19 appointed time, is denied or is not processed for boarding a particular flight;

20 (l) “Fare” refers to the payment in consideration for the carriage of a passenger but shall
21 not include charges for ancillary services;

22 (m) “Flight Deviation” refers to the change in the airport of origin or destination;

23 (n) “Free Tickets” refer to tickets provided by carriers to passengers, tickets available
24 for free to employees, tickets claimed based on mileage, and other tickets received through sales
25 promotions and other similar means which do not have confirmed status, are subject to space
26 availability, and do not qualify as either regular or promotional fare;

27 (o) “General Sales Agent” refers to a natural or juridical person who is not a *bona fide*
28 employee of an air carrier and who, as authorized by the air carrier, by itself or through an agent,
29 sells or offers to sell any air transportation, or negotiates for, or holds himself out for solicitation,
30 advertisement or otherwise as one who sells, provides, furnishes, contracts, or arranges for such
31 air transportation;

32 (p) “Government Requisition of Space” refers to a formal request by the government or
33 its agencies to an air carrier company for the use of an aircraft, or any part thereof, for
34 regulatory, safety, security, and emergency purposes. Such request shall be submitted by the
35 requesting agency to CAB which, in turn, shall make a request to the airline concerned, detailing
36 the number, identities and affiliation of the persons requesting for space and the date, time, and
37 destination of the flight;

38 (q) “No-show” refers to the failure of the passenger to appear at the check-in counter
39 within the check-in deadline or to show up at the boarding gate at the time indicated on the
40 boarding pass;

41 (r) “Non-scheduled Services” refer to an arrangement where an aircraft has more
42 flexibility in terms of time, schedules, routes and choices of airports and similar operational
43 characteristics subject to the approval of the Civil Aviation Authority of the Philippines (CAAP)
44 each time;

45 (s) “Off-loaded Baggage” refers to baggage which has either not been checked-in or
46 checked in but subsequently removed from the cargo hold of the carrier;

47 (t) “Overbooking” refers to the practice by air carriers of selling confirmed reserved
48 space beyond the actual seat capacity of the aircraft. This shall include situation wherein an air
49 carrier downgrades an aircraft for grounds other than safety or unforeseen operational reasons
50 that result in the bumping off of passengers;

1 (u) "Passenger" refers to a person actually travelling by air. A person who is named in
2 the flight ticket shall be considered a passenger for the purpose of this Act;

3 (v) "Person with Disability" or "PWD" refers to persons who have long-term physical,
4 mental, intellectual or sensory impairments, which, in interaction with various barriers, may
5 hinder their full and effective participation in society on an equal basis with others;

6 (w) "Philippine-based Air Carrier" refers to an air carrier holding a Certificate of Public
7 Convenience and Necessity (CPCN) or a Temporary Operating Permit (TOP) issued by the CAB
8 for scheduled and non-scheduled services;

9 (x) "Promotional Fare", refers to fare that is generally lower than a regular fare, and is
10 offered only for a specific limited period. Promotional fare includes, but is not limited to, offers
11 of "no-frills" fare, wherein the non-essential features for flights have been removed to keep the
12 price low, and discounted fares, which require prior approval by the CAB;

13 (y) "Regular Fare" refers to any fare that is offered on a regular basis, is non-discounted,
14 and offers the advantage of cancellation, flight itinerary amendments, rerouting, rebooking,
15 among others, by the passenger, whether or not subject to a fee or penalty;

16 (z) "Sales Promotion" refers to techniques intended for broad consumer participation
17 which contain promises of gain, such as prizes, in cash or in kind, as reward for the purchase of a
18 product, security, service or winning in a contest, game, tournament, and other similar
19 competitions which involve determination of winner/s and which utilize mass media and
20 widespread media of information. It also means techniques purely intended to increase the sales,
21 patronage and/or goodwill of a product; and

22 (aa) "Scheduled Services" refer to an arrangement wherein an air carrier follows a fixed,
23 regular, and published timetables and routes and which does not have the flexibility in terms of
24 time, schedules, routes and choices of airports and similar operational characteristics.

25 (bb) "Tarmac Delay" refers to a delay that occurs while passengers are already on board
26 the aircraft;

27 (cc) "Terminal Delay" refers to a delay that occurs while passengers are still inside the
28 terminal waiting for boarding.

29 **SEC. 4. Scope of Application.** – This Act shall apply to all aspects of contracts of air
30 carriage for flights or portions of a flight within the territory of the Philippines or from the
31 territory of the Philippines, operated by Philippine air carriers, flights and portions of a flight
32 from the territory of the Philippines operated by foreign air carriers, as well as charter flights and
33 the conduct of individual ticketing: *Provided*, That the compensation provision of this Act shall
34 not apply to air carriers flying into the territory of the Philippines if the laws of the country of
35 origin provide similar or higher compensation.

36 **SEC. 5. Applicability of International Laws and Pertinent Conventions.** – In case of
37 conflict between the provisions of this Act and the provisions of any treaty or convention where
38 the Philippines is a signatory, the provisions of the latter shall prevail. In cases of treaties or
39 convention where the Philippines is not a signatory, the provisions of such treaty or convention
40 shall have the supplementary effect in the implementation of this Act insofar as the same are not
41 contrary to the provisions contained herein.

42 CHAPTER II

43 CONTRACT OF CARRIAGE BY AIR

44 **SEC. 6. Contract of Air Carriage.** –By the contract of air carriage, an air carrier obliges to
45 transport the passenger or one's baggage, if any, from one place to another, through airspace,
46 without any damage or injury upon the passenger, or loss, damage or unreasonable deterioration
47 of the passenger's baggage, if any, and when the passenger obliges to pay a just and reasonable
48 air fare.

1 **SEC. 7. Perfection of the Contract of Carriage.** – The contract of air carriage is perfected
2 from the moment the air carrier and the passenger gives their respective consent to the said
3 agreement.

4 There is consent when the air carrier issues a confirmation of airline ticket in favor of the
5 passenger, who accepts and holds it in possession, with the corresponding full payment of the
6 fare by said passenger.

7 **SEC. 8. Diligence Required of the Carrier.** – Air carriers, due to the nature of air
8 transportation, it being imbued with public policy and interest, are obliged to observe
9 extraordinary diligence in the performance of their obligations under the contract of air carriage.
10 Air passengers are required to observe ordinary diligence while the contract of air carriage is
11 effective.

12 **SEC. 9. Presumption of Negligence.** – In case of damage or injury to the passenger, or
13 loss, damage, or unreasonable deterioration of the passenger's baggage, if any, the air carrier
14 shall be presumed negligent, unless it is proven that the latter exerted extraordinary diligence to
15 avert the same.

16 Diligence observed in the selection and supervision of employees shall provide no relief
17 against the presumption of negligence. Air carriers may be held liable for failure to exercise
18 diligence in the selection and supervision of employees, pursuant to provisions of Republic Act
19 No. 386, as amended, otherwise known as "The Civil Code of the Philippines."

20 In the case of carriage of goods and baggage, the presumption of negligence shall not
21 apply if the loss, damage, or unreasonable deterioration is caused or occasioned by any of the
22 following:

- 23 (a) Flood, storm, earthquake, lightning, or other natural disaster or calamity;
- 24 (b) Act of the public enemy in war, whether international or civil;
- 25 (c) Act or omission of the shipper or owner of the baggage/goods;
- 26 (d) The character of the goods or defects in the packing or in the containers; and
- 27 (e) Order or act of competent authority.

28 **SEC. 10. Cancellation.** – An air carrier may cancel a flight for any of the following:

- 29 (a) Infrastructure limitation as certified by the CAAP;
- 30 (b) Safety reasons due to a technical problem;
- 31 (c) Security reasons; or
- 32 (d) During the occurrence of a fortuitous event.

33 The passengers affected may avail such applicable remedies provided under this Act.

34 **SEC. 11. Overbooking.** – Overbooking shall not be allowed for all air carriers.

35 **SEC. 12. Statutory Construction.** – In case of doubt, the contract of air carriage shall be
36 construed liberally in favor of the passenger and strictly against the air carrier.

CHAPTER III

RIGHTS AND OBLIGATIONS OF THE PASSENGERS

A. RIGHT TO FULL AND TRUTHFUL INFORMATION OF THE CONDITIONS OF THE CONTRACT OF CARRIAGE

41 **SEC. 13. Clear, Truthful, and Understandable Information.** – In addition to the
42 information enumerated under Section 15 hereof, every passenger shall, before purchasing any
43 ticket for a contract of carriage, have the right to the full access, fair and clear disclosure of
44 information, in English and in Filipino, from an air carrier or general sales agent on the following
45 terms and conditions of the contract of carriage:

- 46 (a) Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge, seat
47 reservation, etc.);
- 48 (b) Travel restrictions;
- 49 (c) Baggage allowance and limitations;
- 50 (d) Check-in and boarding requirements and deadlines;

- 1 (e) Air carrier's responsibilities and passenger's rights and compensation for delayed
2 and cancelled flights, for deaths and injuries and lost, delayed or damaged baggage;
3 (f) Air carriers' liability limitation;
4 (g) Procedures for claims against the air carrier;
5 (h) Services and amenities provided by the air carrier; and
6 (i) Other crucial and necessary conditions of the contract of carriage.

7 **SEC. 14. Method of Disclosure.** – An air carrier shall cause the disclosure under the
8 immediately preceding section to be printed on or attached to the passenger ticket, boarding pass,
9 or incorporate such terms and conditions of carriage by reference.

10 Incorporation by reference means that the ticket or boarding pass shall clearly state that
11 the complete terms and conditions of carriage are available for perusal or review in the air
12 carrier's website, or in some other document that may be sent or delivered by post or electronic
13 mail to a passenger upon request.

14 The air carriers are required under this Act to post in their website, or other online
15 accounts, the information which a passenger has a right of full access and disclosure.

16 In case of booking through a ticketing office or agent, the disclosures shall be explained
17 by the agent in a language that is easily understood by the purchaser.

18 In case of online booking, the air carrier must establish a system wherein the purchaser is
19 fully apprised of the required disclosures under this section twice prior to the final submission of
20 an online offer to purchase. The first disclosure shall include the full information to which the
21 passenger has a right of access and disclosure. The second disclosure before the final submission
22 of an online offer to purchase shall include an agreement, in English and Filipino, to the terms
23 and conditions specific to the ticket purchased.

24 **SEC. 15. Advertisement.** – Advertisement of fares shall be clear, truthful and not
25 misleading and shall capacitate the passenger to make an informed purchase or availment of the
26 airline ticket such that the passenger fully understands the consequences of purchasing such
27 ticket.

28 The advertisement of the promotional fares shall be made only after the same has been
29 approved by the CAB.

30 The following disclosures are required to be part of the airline advertisement in print
31 medium which shall occupy not less than thirty percent (30%) of the advertising material:

- 32 (a) Conditions and restrictions attached to the fare type;
33 (b) Refund and rebooking policies;
34 (c) Government taxes and fuel surcharges;
35 (d) Other fees and charges;
36 (e) Contact details of the carrier which include phone numbers, websites, electronic
37 mailing addresses, and other online accounts;
38 (f) Other information that is necessary to apprise the passenger of the conditions and
39 full price of the ticket which may include incorporation by reference of websites and
40 other available information portal or office where the passenger can read or ask for the full terms
41 and conditions of the fare and the air passenger bill of rights; and
42 (g) In case of promotional fares, the number of seats offered on a per sector basis, the
43 CAB permit or approval number and the duration of the promo.

44 **B. RIGHT TO FAIR AND REASONABLE FARE AND** 45 **TO THE FULL VALUE OF THE SERVICE PURCHASED**

46 **SEC. 16. Right to Receive the Full Value of the Service Purchased.** – A passenger shall
47 have the right to fair and reasonable fare and to receive the full value of services that they
48 purchased. An air carrier shall not deny nor diminish any service that an air passenger has paid
49 for: *Provided*, That an air carrier may upgrade its services in favor of a passenger free of charge,
50 subject to the consent of the passenger.

1 This right includes the convenience on the part of the passenger during the flight.

2 **SEC. 17. Right to Mandatory Fare Discount.** – Qualified senior citizens, PWDs, and
3 students are entitled to a twenty percent (20%) discount on all regular fares.

4 To avail of the discount, the persons concerned are required to show competent proof of
5 identity, such as identification cards issued by duly-recognized public and private educational
6 institutions, and government agencies and instrumentalities.

7 A student availing of the discount must be enrolled in a duly-recognized academic,
8 vocational or technical school or institution at the time of the purchase of the airline ticket. For
9 the purposes of this Act, the discount on regular fares shall not be extended to students taking up
10 post-graduate courses like medicine, law, and master's and doctorate degrees, as well as those
11 enrolled in short-term training courses and seminars.

12 Qualified senior citizens, PWDs, and students are likewise exempt from the payment of
13 the value added tax.

14 Where the air carrier offers promotional fares, the fare that is more beneficial between the
15 discounted regular fare and the promotional fare shall be offered to the passenger.

16 For the purpose of taxation, the discounts herein imposed shall be allowed as deduction
17 on the gross income of the carrier.

18 **SEC. 18. Right to Refund.** – Every passenger holding a refundable airline ticket shall have
19 the right to the refund of fares and payments made for optional services. This includes the refund
20 of terminal fees and other fees such as checked baggage fees, insurance, and seat selector fees, if
21 any.

22 **SEC. 19. Right to Cancel a Flight.** – If the passenger cancels the confirmed flight more
23 than twenty-four (24) hours before the ETD, the passenger shall be reimbursed seventy-five
24 percent (75%) of the cost of the ticket less ancillary services charges, and the remaining twenty-
25 five percent (25%) shall be retained as the cancellation fee. There shall be full reimbursement of
26 such charges for ancillary services not availed of including, but not limited to, baggage and
27 terminal fees.

28 If the passenger cancels the confirmed flight twenty-four (24) hours or less before the
29 ETD, or does not show up altogether, the ticket shall be considered flown; there shall be full
30 reimbursement of the charges for ancillary services not availed of including, but not limited to,
31 baggage and terminal fees.

32 **SEC. 20. Right to Rebook a Flight.** – Every passenger who was fully and truthfully
33 informed that the ticket purchased is rebookable shall have the right to rebook the flight in
34 accordance with the terms and conditions set for in the rebooking policy.

35 **SEC. 21. Right to be Processed for Check-in.** – A passenger holding a confirmed ticket,
36 whether under a promotional or regular scheme, with complete documentary requirements, and
37 who has complied with the air carrier's check-in procedures, shall be processed accordingly at
38 the check-in counter within the check-in deadline. For this purpose, the CAB shall, consistent
39 with global aviation practice, provide a uniform schedule of the opening of check-in counters
40 and check-in deadline for both local and international flights giving the passenger enough time to
41 be processed for check-in.

42 The air carrier shall, therefor, and subject to infrastructure limitations, clearly designate
43 the boundaries of its assigned check-in areas or counters in a manner convenient to the
44 passengers.

45 The air carrier shall ensure that all of its passengers for a particular flight, including those
46 who are in queue prior to the check-in deadline, have already checked-in before accepting
47 passengers from previously delayed or cancelled flights and chance passengers, in that order,
48 when there are still seats available.

49 **SEC. 22. Right to Board Aircraft for the Purpose of Flight.** – Except when the passenger is
50 at fault or due to legal or valid causes such as immigration issues, safety, security, and health

1 concerns, a passenger who has checked-in for a particular flight has the right to board the aircraft
2 for the purpose of flight. A passenger shall be considered at fault if such passenger is acting in
3 violation of a law or the contract of air carriage affecting the safety and security of another
4 passenger or crew during the voyage.

5 **C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION**

6 **SEC. 23. Right to Equal Protection.** – Every passenger is entitled to all the rights set forth
7 in this Act and in all aspects of contract of carriage regardless of race, sex, gender, education,
8 income, social status, language, physical characteristics, mental characteristics, sensory
9 impairments, age, religion, marital status, political belief, and other circumstances. No air carrier
10 shall deny a passenger from enjoying the rights set forth in this Act because of criminal or
11 summary convictions, or a previous grievance against the air carrier.

12 **SEC. 24. Right to be Respected.** – Air passengers shall have the right to be respected at all
13 times by the air carrier. Airline employees and crew shall serve all passengers with utmost
14 courtesy and respect.

15 **D. RIGHT TO SAFETY**

16 **SEC. 25. Right to Obtain Access to Emergency Measures, Medical Assistance, Safety**
17 **Devices and Essential Services.** – A passenger has a right to have access to and to use emergency
18 and safety devices, medical assistance, and to proper application of first aid procedures during
19 emergency situations or when the passenger's health requires it. Air carriers shall train flight
20 personnel and crew in handling and responding to emergency situations and shall provide at least
21 one (1) flight crew who possesses a certification in first-aid application. An air carrier shall
22 always inform its passengers of emergency measures in cases of evacuation before the start or
23 during the first hour of flight.

24 A passenger has a right to disembark from an aircraft when in the passenger's
25 determination, continuing the journey or being onboard the aircraft constitutes a risk to health.
26 The air carrier personnel shall consult with the passenger who wishes to disembark and
27 determine whether it is to the best interest of the passenger to deplane.

28 A passenger shall have access to essential services such as adequate food and potable
29 water, clean and safe lavatory facilities, and comfortable cabin ventilation.

30 **SEC. 26. Right to Bring Action, Satisfaction, or Relief of a Wrong or an Injury.** – Every
31 passenger has a right, without fear of retribution, to take action against the air carrier for any
32 wrong or injury caused to the passenger by reason of the contract of carriage under this Act and
33 applicable treaties or conventions.

34 **SEC. 27. Right to Immediate Payment of Compensation.** – A passenger shall have the right
35 to be compensated, promptly and expeditiously, in case of flight delay or cancellation, death or
36 injury, and loss or unreasonable deterioration to one's baggage and property, as the case may be.
37 Compensation under this Act does not preclude the passengers to seek redress in a court for
38 damage caused by any violation of the rights of the passenger as provided for in this Act or in
39 any other laws or treaties concerning air transportation.

40 An air carrier liable for any of the required compensation provided under this Act shall
41 make the same available to the affected passenger at the air carrier's counter at the airport on the
42 date when the occasion entitling the passenger to compensation occurred, or at the main office or
43 any branch of the air carrier at the discretion of the passenger. The air carrier shall tender a check
44 or cash for the amount specified, or the document necessary for claiming the compensation
45 herein stated.

46 If not paid within the prescribed period, the compensation granted in this chapter shall
47 earn an interest computed at the current legal rate until full payment reckoned from the time of
48 the expiration of the said period, unless the non-payment is prevented by a legal cause.

49 **SEC. 28. Rights of a Passenger for Delayed Flights.** – Every passenger has a right to be
50 compensated for flights not flown within a reasonable time from the ETD. The provisions of this

1 section shall be the minimum entitlement of a passenger in case of delay and shall not prohibit
2 the air carrier from granting more favorable conditions or recourses, as it may deem appropriate.

3 (a) Terminal Delay

4 In case the flight is delayed for at least two (2) hours after the ETD, whether or not such
5 is attributable to the carrier, a passenger shall have the right to:

6 (1) Be notified via public announcement of the reason for the delay and the new ETD as
7 soon as this information becomes available;

8 (2) Be provided immediately with a minimum level of careat terminals and/or stations
9 while waiting for the beginning or the continuation of the delayed journey;

10 (3) Be offered, free of charge: (i) sufficient meals and refreshments within a reasonable
11 period covering the waiting time; (ii) free phone calls, text messaging, facsimile, electronic mail,
12 or other means of communications; (iii) free internet access; and (iv) first aid, if necessary.

13 In applying this section, the operating air carrier shall pay particular attention to the needs
14 of persons with reduced mobility and any person accompanying them, as well as to the needs of
15 children, pregnant women, senior citizens, and PWDs.

16 (4) Declare the cancellation of reservation and be entitled for refund or rebooking in
17 accordance with Sections 18 and 20 hereof; or ask for endorsement to another carrier.

18 (b) Tarmac Delay

19 Every passenger shall likewise have the right to adequate food and beverage in cases of
20 tarmac delay of at least two (2) hours after the ETD, reckoned from the closing of the aircraft
21 doors or when the aircraft is still at the gate with the doors still open but passengers are not
22 allowed to deplane. In case the delay exceeds three (3) hours, the passenger may request
23 disembarkation.

24 (c) Arrival Delay

25 In case there is a delay in the aircraft's arrival at the airport of destination for at least two
26 (2) hours, the air carrier shall give the affected passengers free food and beverages.

27 If the said delay is due to the air carrier's negligence, it shall be liable to pay damages to
28 the air passenger amounting to ten thousand pesos (P10,000) or the actual damages suffered,
29 whichever is higher.

30 In the case of a multi-sector journey where the air carrier is at fault, in addition to the
31 rights and entitlements stated under this section, a passenger shall be entitled to an additional
32 compensation at a rate which is equivalent to at least the value of the sector cancelled by the
33 reason of the delay: *Provided*, That in case of connecting flights with other carrier/s, the
34 passenger has allotted sufficient connecting time of at least three (3) hours for international
35 flights and two (2) hours for domestic flights: *Provided further*, That the passenger shall not be
36 entitled to the compensation of the value of the sector deemed cancelled, if the passenger is
37 endorsed to another carrier and the passenger is able to complete the journey.

38 **SEC. 29. Rights of a Passenger for Cancelled Flights or Flights Deemed Cancelled.** – A
39 passenger has a right to compensation in cases of flight cancellation subject to the following
40 rules:

41 (a) If a flight is cancelled due to a cause attributable to the air carrier, a passenger shall
42 have the right to:

43 (1) Be notified of the situation beforehand or as soon as possible via public
44 announcement, written or published notice, and flight status update service either through short
45 message service or electronic mail;

46 (2) Be provided immediately with a minimum level of careat terminals and/or stations;

47 (3) Be offered free of charge: (i) sufficient meals and refreshments within a reasonable
48 period covering the waiting time; (ii) hotel accommodation near the airport in cases where a stay
49 of one or more nights becomes necessary, or where a stay additional to that intended by the
50 passenger becomes necessary; (iii) transportation service between the airport and the place of

1 accommodation; (iv) free phone calls, text messaging, facsimile, electronic mail, or other means
2 of communications; (v) free internet access; and (vi) first aid, if necessary.

3 In applying this section, the operating air carrier shall pay particular attention to the needs
4 of persons with reduced mobility and any person accompanying them, as well as to the needs of
5 children, pregnant women, senior citizens, and PWDs;

6 (4) Be reimbursed within five (5) days, either in cash, by electronic bank transfer, bank
7 orders, or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or
8 other services, of the full cost of the ticket at the price at which it was bought, for the part or
9 parts of the journey not made and for the part or parts already made if the flight is no longer
10 serving any purpose in relation to the passenger's original travel plan, together with, when
11 relevant, a return flight to the first point of departure, at the earliest opportunity, subject to the
12 provisions of Sections 10 and 19 hereof. If the payment is made through credit card, the
13 reimbursement should be credited back to the payor's credit card account within seven (7) days
14 without additional costs to the passenger;

15 (5) Be endorsed to another air carrier without paying any fare difference, at the option of
16 the passenger, and provided that space and other circumstances permit such re-accommodation;
17 or

18 (6) Rebook the ticket without any additional charge.

19 In the case of multi-sector journey, in addition to the rights and entitlements stated under
20 this section, a passenger shall be entitled to an additional compensation at a rate which is
21 equivalent to at least the value of the sector cancelled by the air carrier.

22 (b) In case the air carrier cancels the flight because of force majeure, safety and/or
23 security reasons as certified by the CAAP, a passenger shall have the right to:

24 (1) Rebook the flight to another future flight, subject to the payment of the fare
25 difference, if any;

26 (2) Reimburse the value of the fare;

27 (3) Be endorsed to another airline, at the option of the passenger.

28 This provision shall be the minimum entitlement of a passenger in case of cancellation
29 and shall not prohibit the air carrier from granting more favorable conditions or recourses as it
30 may deem appropriate.

31 **SEC. 30. Rights of a Passenger Denied Boarding.** – A passenger who has checked-in for a
32 particular flight cannot be denied from boarding the aircraft except for legal or other valid causes
33 such as immigration issues, safety, security and health concerns.

34 In case a passenger is denied boarding because the number of volunteers is not due to
35 overbooking, government requisition of space, downgrading of an aircraft or legal orders, the
36 flight in respect to the affected passenger shall be deemed cancelled and the compensation shall
37 be governed by the following rules:

38 (a) If the denial of boarding the aircraft is by reason of overbooking or aircraft
39 downgrading, the passenger concerned shall be compensated in accordance with the provisions
40 of Section 29(a) hereof;

41 (b) If the denial of boarding the aircraft is for some legal or justifiable reason relating to
42 the security or safety of other passengers or applicable regulations sanctioned by the CAAP or
43 legal order of the authorities, the passenger concerned shall be entitled to refund, rebooking or
44 endorsement to another carrier subject to the payment of fare difference or any administrative
45 charges when applicable;

46 (c) If the denial of boarding the aircraft is due to government requisition of space, the
47 affected passenger shall be compensated and shall be entitled to the remedies in the preceding
48 paragraph with the cost chargeable against the air carrier subject to reimbursement by the
49 requesting agency if allowed; and

1 (d) In case a passenger is denied boarding for acting in violation of a law or the contract
2 of air carriage affecting the safety and security of another passenger or crew during the voyage,
3 such passenger shall not be entitled to any relief provided under this Act.

4 Provided, That no passenger shall be denied boarding for two (2) consecutive times on
5 the same day, except when public safety, order, health or moral requires: *Provided further*, That
6 PWDs, persons with special needs, senior citizens, pregnant women and children shall be given
7 preference against denied boarding.

8 **SEC. 31. Filling-Up of Empty Seats.** – Vacant seats due to cancellations by passengers
9 and no shows shall be offered by the air carrier, first to the passengers of delayed or cancelled
10 flights of the same air carrier or of another carrier, through endorsement between the two (2) air
11 carriers. If there are still empty seats remaining, it shall then be offered to the chance passengers.

12 **SEC. 32. Loss, Damage, and Delay of Baggage.** – Every passenger has a right
13 to compensation for any loss, damage or delay of baggage attributable to the fault of the air
14 carrier. Compensation for loss of baggage shall be in the following amounts:

15 (a) For international flights, twenty dollars(USD20) per kilogram for checked-
16 inbaggage and four hundred dollars (USD400) for hand-carried baggage.

17 (b) For domestic flights, the equivalent amount in pesos shall apply.

18 A passenger's baggage is presumed lost if, within a period of seven (7) days counted
19 from the time the passenger or consignee should have received the same, the baggage is not
20 delivered to said passenger or consignee.

21 Once the baggage is declared to be permanently lost in case of domestic flights, the
22 provisions set in the contract of carriage shall apply in the valuation of lost belongings.In case of
23 international flights, the limits set by the Warsaw Convention or the Montreal Convention,
24 whichever is applicable, shall apply.

25 In case a checked-in baggage has been off-loaded for operational, safety, or security
26 reasons, the air carrier shall inform the passenger concernedat the soonest practicable time and in
27 such manner that the passenger shall readily know that the baggage has been off-loaded and the
28 reason thereof.If the passenger's baggage has been off-loaded, the air carrier shall make the
29 appropriate report and give the passenger a copy thereof, notwithstanding the announcement that
30 the baggage shall be loaded on the next flight.

31 The air carrier shall carry the off-loaded baggage in the next flight with available space,
32 deliver the same to the passenger either personally or at the passenger's residence and tender an
33 amount of one thousand pesos(P1,000.00)for every two (2) days of late delivery, as
34 compensation for the inconvenience.The passenger shall also have a right to the refund of the
35 checked baggage fees if the baggage was not delivered to the passenger within twenty-four(24)
36 hours from the arrival of flight.

37 Air carriers are liable for provable consequential damages up to the amount of their
38 liability limit in connection with the loss and delay in the delivery of baggage in accordance with
39 the limits set by the Warsaw Convention or the Montreal Convention, whichever is applicable.

40 Damaged baggage shall be compensated at one hundred pesos (P100.00) per kilogram if
41 it is in a domestic flight unless the passenger has declared a higher valuation of the baggage at
42 check-in time. For international flights, rates in item (a) under this paragraph shall apply.

43 **SEC. 33. Compensation for Death and Bodily Injuries.** –

44 (a) In case of international flights, the rules of the relevant convention shall apply as to
45 compensation for death or bodily injuries sustained by a passenger in the contract of carriage;

46 (b) In case of domestic flights, the passenger shall be entitled to the compensation
47 subject to the provision of the contract of carriage or the compensation as provided in the
48 provision of the relevant convention, in its Philippine currency equivalent, whichever is higher.

49 **SEC. 34. Compensation for Violation of Airline Passenger Rights.** – In case the air carrier
50 violates the rights of air passengers, the former shall pay the latter damages amounting to at least

1 fifty thousand pesos (P50,000.00), exclusive of other damages or injury the air passenger has
2 suffered.

CHAPTER IV

RIGHTS, DUTIES AND OBLIGATIONS OF THE AIR CARRIERS

6 **SEC. 35. Prevention of Harm to Passengers and Maintenance of Aircrafts.** – An air carrier
7 shall prevent harm and hazard to passengers by adhering to all regulations on the airworthiness
8 of the aircraft, complying with rules on hazardous materials, protecting the passengers from
9 unreasonable harm, and actively responding to harm caused by aircraft structure, materials and
10 chemicals.

11 **SEC. 36. Designation of an “All-Flight” or “Per Route” Counters.** – Air carriers may
12 operate all-flight counters which will serve passengers without regard to destination. As far as
13 practicable, the air carrier shall, in addition to all-flight counters, open a separate
14 counterdedicated for a flight nearing check-in deadline to facilitate the check-in of passengers at
15 least an hour before the published ETD.

16 **SEC. 37. Special Accommodation of PWDs, Persons with Special Needs, Senior Citizens,
17 Pregnant Women and Children.** – To ensure the full enjoyment of the rights enumerated under
18 this Act, the provisions of the following laws and their implementing rules and regulations shall,
19 whenever applicable, form part of this Act as far as the passenger in this section are concerned:

20 (a) Batas Pambansa Blg. 344;

21 (b) Republic Act No. 7277 or the Magna Carta for Disabled Persons, as amended by
22 Republic Act No. 9442 and Republic Act No. 10754; and

23 (c) Republic Act No. 7432, as amended by Republic Act No. 9257 and Republic Act
24 No. 9994 or the Expanded Senior Citizens Act.

25 The contract of air carriage shall clearly enumerate the necessary terms and conditions
26 affecting the rights of PWDs, persons with special needs, senior citizens, pregnant women and
27 children.

28 Air carriers and its agents, in coordination with the agencies charged with protecting the
29 rights and welfare of the above-mentioned passengers, shall implement a system allowing these
30 groups of people ample and convenient opportunities to comply with aviation requirements and
31 their special needs, facilities and assistance by reason of their individual circumstances
32 throughout the flight.

33 For this purpose, air carriers shall designate at least one (1) check-in counter dedicated to
34 PWDs, persons with special needs, senior citizens, pregnant women and children.

35 **SEC. 38. Responsibility of the Air Carrier When the Number of Passengers is Beyond the
36 Capacity of the Aircraft.** – If a certain flight has more ticketed passengers than the allowed
37 capacity of the aircraft by reason of overbooking, government requisition of space, as well as the
38 downgrading of the aircraft for safety or unforeseen operational reasons as certified by the
39 CAAP, the air carrier shall perform the following:

40 (a) Determine the number of passengers in excess of the actual seat capacity of the
41 aircraft;

42 (b) Announce that the flight is overbooked, and that it is looking for volunteers willing
43 to give up their seats in exchange for air carrier compensation;

44 (c) Provide the interested passenger/s or volunteer/s a list of amenities and offers from
45 which they can choose, which shall always include priority booking in the next available flight
46 and/or cash incentive; and

47 (d) In cases where the number of volunteers is not enough, the air carrier shall increase
48 the compensation package by a certain degree by adding more amenities/services until the
49 number of required volunteers are met.

1 No flight shall be delayed pursuant to the settlement of the air carrier's obligation under
2 this section.

3 **SEC. 39. Duty of the Carrier in the Event of Flight Deviation.** – In case of flight deviation,
4 the air carrier shall provide the necessary transportation to ferry a passenger from the originally-
5 designated airport of departure to the actual airport of departure or from the airport of actual
6 destination to the airport of originally-designated destination, as the case may be.

7 If, by reason of the deviation, a certain right of a passenger is violated, the applicable
8 provision of this Act shall govern the availment and grant of remedies and compensation.

9 **SEC. 40. Provision of Assistance Desk.** – Air carriers shall provide Customer Service
10 Representatives (CSR) who can address common problems *in situ*, which include arranging for
11 meals and/or hotel accommodation for stranded passengers, writing checks for denied boarding
12 compensation, resolving baggage issues, and settling other routine claims or complaints.

13 In addition, the CAB shall provide for Complaints and Assistance Desks manned by CAB
14 or CAB-deputized personnel in all airports, who shall assist passengers whose rights have been
15 violated, including the filing of complaints.

16 **SEC. 41. Remedies of the Passengers.** – Every passenger whose rights provided in this Act
17 have been violated shall have the remedies as may be respectively set by the CAB under the
18 rules and regulations to be promulgated to effectively carry out the proper implementation of this
19 Act, including, but not limited to: (i) assistance in filing, processing and documenting
20 complaint/s; (ii) negotiating for a resolution acceptable to the affected passengers and the air
21 carrier; and (iii) elevation of complaint/s to appropriate authorities.

22 **SEC. 42. Operational Spare.** – An air carrier shall, in adopting its flight schedules, exert
23 all efforts to manage the disposition of its aircraft in such a way as to be able to reallocate
24 aircraft to take the place of another aircraft in case the latter cannot carry the passengers due to
25 operational requirement, aircraft maintenance, and other similar situations.

26 **SEC. 43. Immediate Reporting of Off-Loaded Checked Baggage.** – In case a checked
27 baggage has been off-loaded for operational, safety or security reasons, the air carrier shall
28 inform the passenger concerned at the soonest practicable time and in such manner that the
29 passenger shall readily know that the baggage has been off-loaded and the reason
30 thereof. Subsequently, the air carrier shall make the appropriate report and give the passenger a
31 copy thereof, notwithstanding the announcement that the baggage shall be loaded on the next
32 flight.

CHAPTER V

OBLIGATIONS OF THE CAAP, CAB AND AIRPORT OPERATORS

35 **SEC. 44. Availability of Check-in Counters.** – The CAAP, airport authorities or airport
36 operators, as the case may be, shall provide an adequate number of check-in counters for every
37 air carrier operating in a particular airport.

38 They shall ensure that the number of check-in counters of an air carrier in a particular
39 airport shall be proportionate to the volume of passengers who are checking-in for a particular
40 flight. In no case shall the queue exceed twenty (20) persons per check-in counter.

41 **SEC. 45. Assignment of Technical Personnel in Airports.** – The CAAP shall ensure that
42 every commercial airport is manned by technical personnel capable of verifying and certifying
43 reports of technical or infrastructure problems or other reasons leading to delays and
44 cancellations. The technical personnel concerned shall submit a periodic report of all delays and
45 cancellations and the corresponding reasons thereof to the CAAP Central Office.

46 **SEC. 46. Complaint Desk.** – The CAB shall provide the necessary personnel to cater to
47 unresolved complaints of passengers in every commercial airport. It shall be the duty of the
48 assigned personnel to report all complaints to the CAB at the earliest time possible, taking into
49 account the nature of the relief sought by the passenger.

CHAPTER VI

1 **REMEDIES AND GRIEVANCE PROCEDURES**

2 **SEC. 47. Amicable Settlement.** – The passenger and the air carrier shall exhaust all efforts
3 towards settling disputes amicably in accordance with the provisions set forth in this Act. If no
4 amicable settlement is reached, the government, through the CAB, may take cognizance of the
5 case.

6 **CHAPTER VII**

7 **PENAL PROVISIONS**

8 **SEC. 48. Penalties.** – Any violation of this Act shall be penalized in accordance with the
9 pertinent provisions of Republic Act No. 776 or the Civil Aeronautics Act of the Philippines, as
10 amended; Republic Act No. 7394 or the Consumer Act of the Philippines, as amended; Republic
11 Act No. 9442; Batas Pambansa Blg. 344; and Republic Act No. 9994, as the case may be.

12 Failure on the part of the air carrier to comply with any of the obligations stated in this
13 Act, upon the order of the CAB shall, after due hearing, be a ground for suspension of its
14 franchise or license to operate.

15 Grave and repetitive violations after the lifting of the suspension of its franchise or
16 license to operate shall be a ground for revocation of such franchise or license to operate.

17 **SEC. 49. Review of Penalties.** – The CAB, in coordination and in consultation with the
18 DOTC, Department of Trade and Industry (DTI), and CAAP shall, after three (3) years from the
19 effectivity of this Act and every three (3) years thereafter, review the applicability and
20 enforcement of all foregoing pecuniary penalties and initiate actions for amending or upgrading
21 the same as may be necessary in accordance with law.

22 **CHAPTER VIII**

23 **FINAL PROVISIONS**

24 **SEC. 50. Report to Congress.** – The DOTC, in coordination with the DTI, CAAP, CAB,
25 airport operators and air carriers, shall submit to Congress, either in printed form or by way of
26 electronic document, an annual report on the status of implementation of this Act. The
27 information contained in the report shall include, but not be limited to:

- 28 (a) complaints filed by passengers;
- 29 (b) all pertinent information on managed and resolved complaints by the DTI, CAAP,
30 CAB, airport operators and air carriers.

31 The Secretary of Transportation and Communications and the Agency's web
32 administrator or equivalent shall be responsible for ensuring that said reports are posted on the
33 Agency's official website.

34 **SEC. 51. Appropriations.** – The Secretary of Transportation and Communications shall
35 immediately include in the Department's program the needed operational requirement in
36 upholding the enumerated rights in this Act, the initial funding of which shall be charged against
37 the current appropriations for the CAB. Thereafter, such sums as may be necessary for the
38 continued implementation of this Act shall be included in the annual General Appropriations
39 Act.

40 **SEC. 52. Implementing Rules and Regulations.** – Within sixty (60) days from the
41 effectivity of this Act, the CAB shall, in coordination with the DOTC, DTI and CAAP, and after
42 consultation with accredited passenger organizations, air carriers, and other directly affected
43 stakeholders, promulgate the necessary rules and regulations to effectively implement the
44 provisions of this Act.

45 **SEC. 53. Separability Clause.** – If for any reason, any provision of this Act is declared
46 unconstitutional or invalid, such parts or portions not affected thereby shall remain in full force
47 and effect.

48 **SEC. 54. Repealing Clause.** – All laws, executive orders, presidential decrees, issuances,
49 rules and regulations or parts thereof inconsistent with the provision of this Act are hereby
50 repealed or modified accordingly.

1 **SEC. 55. Effectivity.** – This Act shall take effect fifteen (15) days following its publication
2 in at least two (2) newspapers of general circulation or in the *Official Gazette*.
3 Approved,