

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



23 FEB -2 A10 :01

SENATE

S. No. 1833

RECEIVED BY:

Introduced by SENATOR RAMON BONG REVILLA, JR.

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

EXPLANATORY NOTE

It has been the policy of the State to protect consumers and afford them all possible means to protect their rights and interests in purchasing products and availing service.


The vital role of the air transport industry in promoting inclusive economic growth provides the impetus to ensure that it functions efficiently. The industry enjoys remarkable growth, slowly returning to its pre-pandemic state as evidenced by the surge in both business or leisure travel since mobility restrictions have been eased. The industry caters to all travelers of socio-economic classes. Corollary, there remains problems besetting airline passengers, such as: flight delays of airline carriers; overbooking of airline carriers; baggage losses; disappearance of reservations; difficulty of refunds and many others.

This measure aims to highlight the right of air passengers to receive the full value of the service they have purchased and the convenience it offers. Relatedly, it protects the air passengers especially during events when their flights are cancelled or delayed, their baggage are lost or destroyed, among others. It establishes a mechanism to address grievances of affected air passengers, and maintains their right to full and truthful information with regard to the contract of carriage.

This bill institutionalizes and updates the Joint DOTC-DTI Administrative Order No. 1 issued on 10 December 2012.

This bill was originally filed by Senator Ralph Recto in the Seventeenth Congress.

In view of further ensuring the rights of the air passengers in the country and promoting efficient air transport service, the swift passage of this bill is earnestly sought.



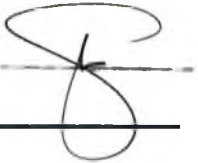
RAMON BONG REVILLA, JR.

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

CHAPTER I

GENERAL PROVISIONS

1
2
3 Section 1. *Short Title.* - This Act shall be known as the "*Air Passenger Bill of*
4 *Rights Act of 2023.*"

5 Sec. 2. *Declaration of Policy.* - It is the policy of the State to promote the welfare
6 of airline passengers and strengthen the regulatory framework that will ensure safe,
7 efficient, convenient and secure services to the riding public in civil aviation. The State
8 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
10 international laws to which the country is a signatory.

11 Sec. 3. *Definition of Terms.* - For the purpose of this Act, the term:

- 12 a. "*Air Carrier*" refers to an airline providing transportation services in a contract
13 of air carriage;
14 b. "*Airline Ticket*" or "*Ticket*" refers to the document that sets forth in writing the
15 contract of air carriage that contains all the stipulations agreed upon by the air
16 carrier and the passenger, the relevant provisions of this Act and all other laws,
17 treaties, or international agreements concerning air carriage;
18 c. "*Baggage*" refers to any personal property carried by the passenger which has
19 been checked-in with the air carrier;

- 1 d. "*Cancellation*" refers to the act of calling off a flight. This shall include the
2 following instances:
3 Cancellation by the air carrier before the estimated time of departure (ETD)
4 whether or not the reason for the cancellation is due to the air carrier's fault;
5 i. Cancellation by the air carrier after an unduly long delay; and
6 ii. Failure of the passenger to board a particular flight or a situation deemed
7 cancelled as provided under this Act;
- 8 e. "*Check-in Deadline*" refers to a reasonable time before the published ETD as
9 may be prescribed by the Civil Aeronautics Board (CAB) at which a passenger
10 may physically present travel documents to the air carrier at the latter's check-
11 in counter;
- 12 f. "*Check-in Period*" refers to the time when the air carrier's check-in counters are
13 open to accept and process passengers checking in for their flights which starts
14 at least two (2) hours before the ETD in international airports and in airports
15 designated by the Department of Transportation (DOTr). In other airports, the
16 check-in period shall start at least one (1) hour before the ETD;
- 17 g. "*Confirmed Reserved Seat*" refers to a seat which has been requested by a
18 passenger on a specific date and on a specific flight and class of service of a
19 carrier, and which the carrier or its agent has verified, by appropriate notation
20 on the ticket, as being reserved for the accommodation of the passenger;
- 21 h. "*Convention*" refers to the applicable international agreement, convention, or
22 treaty on carriage of goods or persons by air;
- 23 i. "*Delay*" refers to the deferment of a flight to a later time;
- 24 j. "*Denied Boarding*" refers to a situation where a passenger who has physically
25 presented travel documents pertaining to a confirmed seat reservation at the
26 proper time and place, and has fully complied with the carrier's check-in
27 reconfirmation procedures, and the carrier's tariff requirement, is not allowed
28 to board the aircraft;
- 29 k. "*Denied Check-in*" refers to a situation where a passenger, who has physically
30 presented travel documents to an air carrier's check-in counter at the appointed
31 area and at the appointed time, is denied or is not processed for boarding a
32 particular flight;

- 1 l. "*Fare*" refers to the payment in consideration for the carriage of a passenger
2 but shall not include charges for ancillary services;
- 3 m. "*Flight Deviation*" refers to the change in the airport of origin or destination;
- 4 n. "*Free Tickets*" refer to tickets provided by carriers to passengers, tickets
5 available for free to employees, tickets claimed based on mileage, and other
6 tickets received through sales promotions and other similar means which do
7 not have confirmed status, are subject to space availability, and do not qualify
8 as either regular or promotional fare;
- 9 o. "*General Sales Agent*" refers to a natural or juridical person who is not a bona
10 fide employee of an air carrier and who, as authorized by the air carrier, by
11 itself or through an agent, sells or offers to sell any air transportation, or
12 negotiates for, or holds himself out for solicitation, advertisement or otherwise
13 as one who sells, provides, furnishes, contracts, or arranges for such air
14 transportation;
- 15 p. "*Government Requisition of Space*" refers to a formal request by the
16 government or its agencies to an air carrier company for the use of an aircraft,
17 or any part thereof, for regulatory, safety, security, and emergency purposes.
18 Such request shall be submitted by the requesting agency to CAB which, in
19 turn, shall make a request to the airline concerned, detailing the number,
20 identities and affiliation of the persons requesting for space and the date, time,
21 and destination of the flight;
- 22 q. "*No-show*" refers to the failure of the passenger to appear at the check-in
23 counter within the check-in deadline or to show up at the boarding gate at the
24 time indicated on the boarding pass;
- 25 r. "*Non-scheduled Services*" refer to an arrangement where an aircraft has more
26 flexibility in terms of time, schedules, routes and choices of airports and similar
27 operational characteristics subject to the approval of the Civil Aviation Authority
28 of the Philippines (CAAP) each time;
- 29 s. "*Off-loaded Baggage*" refers to baggage which has either not been checked-in
30 or checked in but subsequently removed from the cargo hold of the carrier;
- 31 t. "*Overbooking*" refers to the practice by air carriers of selling confirmed reserved
32 space beyond the actual seat capacity of the aircraft. This shall include situation

- 1 wherein an air carrier downgrades an aircraft for grounds other than safety or
2 unforeseen operational reasons that result in the bumping off of passengers;
- 3 u. "*Passenger*" refers to a person actually travelling by air. A person who is named
4 in the flight ticket shall be considered a passenger for the purpose of this Act;
- 5 v. "*Person with Disability*" or "*PWD*" refers to persons who have long-term
6 physical, mental, intellectual or sensory impairments, which, in interaction with
7 various barriers, may hinder their full and effective participation in society on
8 an equal basis with others;
- 9 w. "*Philippine-based Air Carrier*" refers to an air carrier holding a Certificate of
10 Public Convenience and Necessity (CPCN) or a Temporary Operating Permit
11 (TOP) issued by the CAB for scheduled and non-scheduled services;
- 12 x. "*Promotional Fare*" refers to fare that is generally lower than a regular fare,
13 and is offered only for a specific limited period. Promotional fare includes, but
14 is not limited to, offers of "no-frills" fare, wherein the non-essential features for
15 flights have been removed to keep the price low, and discounted fares, which
16 require prior approval by the CAB;
- 17 y. "*Regular Fare*" refers to any fare that is offered on a regular basis, is non-
18 discounted, and offers the advantage of cancellation, flight itinerary
19 amendments, rerouting, rebooking, among others, by the passenger, whether
20 or not subject to a fee or penalty;
- 21 z. "*Sales Promotion*" refers to techniques intended for broad consumer
22 participation which contain promises of gain, such as prizes, in cash or in kind,
23 as reward for the purchase of a product, security, service or winning in a
24 contest, game, tournament, and other similar competitions which involve
25 determination of winner/s and which utilize mass media and widespread media
26 of information. It also means techniques purely intended to increase the sales,
27 patronage and/or goodwill of a product;
- 28 aa. "*Scheduled Services*" refer to an arrangement wherein an air carrier follows a
29 fixed, regular, and published timetables and routes and which does not have
30 the flexibility in terms of time, schedules, routes and choices of airports and
31 similar operational characteristics;

1 bb. "*Tarmac Delay*" refers to a delay that occurs while passengers are already on
2 board the aircraft; and,

3 cc. "*Terminal Delay*" refers to a delay that occurs while passengers are still inside
4 the terminal waiting for boarding.

5 Sec. 4. *Scope of Application.* - This Act shall apply to all aspects of contracts of
6 air carriage for flights or portions of a flight within the territory of the Philippines or
7 from the territory of the Philippines, operated by Philippine air carriers, flights and
8 portions of a flight from the territory of the Philippines operated by foreign air carriers,
9 as well as charter flights and the conduct of individual ticketing: *Provided,* That the
10 compensation provision of this Act shall not apply to air carriers flying into the territory
11 of the Philippines if the laws of the country of origin provide similar or higher
12 compensation.

13 Sec. 5. *Applicability of International Laws and Pertinent Conventions.* - In case
14 of conflict between the provisions of this Act and the provisions of any treaty or
15 convention where the Philippines is a signatory, the provisions of the latter shall
16 prevail. In cases of treaties or conventions where the Philippines is not a signatory,
17 the provisions of such treaty or convention shall have the suppletory effect in the
18 implementation of this Act insofar as the same are not contrary to the provisions
19 contained herein.

21 CHAPTER II

22 CONTRACT OF CARRIAGE BY AIR

23 Sec. 6. *Contract of Air Carriage.* - By the contract of air carriage, an air carrier
24 obliges to transport the passenger or one's baggage, if any, from one place to another,
25 through airspace, without any damage or injury upon the passenger, or loss, damage
26 or unreasonable deterioration of the passenger's baggage, if any, and when the
27 passenger obliged to pay a just and reasonable airfare.

28 Sec. 7. *Perfection of the Contract of Carriage.* - The contract of air carriage is
29 perfected from the moment the air carrier and the passenger gives their respective
30 consent to the said agreement. There is consent when the air carrier issues a
31 confirmation of the airline ticket in favor of the passenger, who accepts and holds it
32 in possession, with the corresponding full payment of the fare by said passenger.

1 Sec. 8. *Diligence Required of the Carrier*. - Air carriers, due to the nature of air
2 transportation, it being imbued with public policy and interest, are obliged to observe
3 extraordinary diligence in the performance of their obligations under the contract of
4 air carriage. Air passengers are required to observe ordinary diligence while the
5 contract of air carriage is effective.

6 Sec. 9. *Presumption of Negligence*. - In case of damage or injury to the
7 passenger, or loss, damage, or unreasonable deterioration of the passenger's
8 baggage, if any, the air carrier shall be presumed negligent, unless it is proven that
9 the latter exerted extraordinary diligence to avert the same.

10 Diligence observed in the selection and supervision of employees shall provide
11 no relief against the presumption of negligence. Air carriers may be held liable for
12 failure to exercise diligence in the selection and supervision of employees, pursuant
13 to provisions of Republic Act No. 386, as amended, otherwise known as "*The Civil*
14 *Code of the Philippines*." In the case of carriage of goods and baggage, the
15 presumption of negligence shall not apply if the loss, damage, or unreasonable
16 deterioration is caused or occasioned by any of the following:

- 17 a. Flood, storm, earthquake, lightning, or other natural disaster or calamity;
- 18 b. Act of the public enemy in war, whether international or civil;
- 19 c. Act or omission of the shipper or owner of the baggage/goods;
- 20 d. The character of the goods or defects in the packing or in the containers; and
- 21 e. Order or act of competent authority.

22 Sec. 10. *Cancellation*. - An air carrier may cancel a flight for any of the following:

- 23 a. Infrastructure limitation as certified by the CAAP;
- 24 b. Safety reasons due to a technical problem;
- 25 c. Security reasons; or
- 26 d. During the occurrence of a fortuitous event.

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

29 Sec. 11. *Overbooking*. - Overbooking shall not be allowed for all air carriers.

30 Sec. 12. *Statutory Construction*. - In case of doubt, the contract of air carriage
31 shall be construed liberally in favor of the passenger and strictly against the air carrier.

32 **CHAPTER III**

1 **RIGHTS AND OBLIGATIONS OF THE PASSENGERS**

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

4 Sec. 13. *Clear, Truthful, and Understandable Information.* - In addition to the
5 information enumerated under Section 15 hereof, every passenger shall, before
6 purchasing any ticket for a contract of carriage, have the right to the full access, fair
7 and clear disclosure of information, in English and in Filipino, from an air carrier or
8 general sales agent on the following terms and conditions of the contract of carriage:

- 9 a. Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge,
10 seat reservation, etc.);
- 11 b. Travel restrictions;
- 12 c. Baggage allowance and limitations;
- 13 d. Check-in and boarding requirements and deadlines;
- 14 e. Air carrier's responsibilities and passenger's rights and compensation for
15 delayed and cancelled flights, for deaths and injuries and lost, delayed or
16 damaged baggage;
- 17 f. Air carriers' liability limitation;
- 18 g. Procedures for claims against the air carrier;
- 19 h. Services and amenities provided by the air carrier; and
- 20 i. Other crucial and necessary conditions of the contract of carriage.

21 Sec. 14. *Method of Disclosure.* - An air carrier shall cause the disclosure under
22 the immediately preceding section to be printed on or attached to the passenger ticket,
23 boarding pass, or incorporate such terms and conditions of carriage by reference.
24 Incorporation by reference means that the ticket or boarding pass shall clearly state
25 that the complete terms and conditions of carriage are available for perusal or review
26 in the air carrier's website, or in some other document that may be sent or delivered
27 by post or electronic mail to a passenger upon request.

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

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

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

8 Sec. 15. *Advertisement.* - Advertisement of fares shall be clear, truthful and
9 not misleading and shall capacitate the passenger to make an informed purchase or
10 availment of the airline ticket such that the passenger fully understands the
11 consequences of purchasing such ticket.

12 The advertisement of the promotional fares shall be made only after the same
13 has been approved by the CAB. The following disclosures are required to be part of
14 the airline advertisement in print medium which shall occupy not less than thirty
15 percent (30%) of the advertising material:

- 16 a. Conditions and restrictions attached to the fare type;
- 17 b. Refund and rebooking policies;
- 18 c. Government taxes and fuel surcharges;
- 19 d. Other fees and charges;
- 20 e. Contact details of the carrier which include phone numbers, websites, electronic
21 mailing addresses, and other online accounts;
- 22 f. Other information that is necessary to apprise the passenger of the conditions
23 and full price of the ticket which may include incorporation by reference of
24 websites and other available information portal or office where the passenger
25 can read or ask for the full terms and conditions of the fare and the air
26 passenger bill of rights; and
- 27 g. In case of promotional fares, the number of seats offered on a per sector basis,
28 the CAB permit or approval number and the duration of the promo.

29 **B. RIGHT TO FAIR AND REASONABLE FARE AND TO THE FULL VALUE OF**
30 **THE SERVICE PURCHASED**

31 Sec. 16. *Right to Receive the Full Value of the Service Purchased.* - A passenger
32 shall have the right to fair and reasonable fare and to receive the full value of services

1 that they purchased. An air carrier shall not deny nor diminish any service that an air
2 passenger has paid for: *Provided*, That an air carrier may upgrade its services in favor
3 of a passenger free of charge, subject to the consent of the passenger. This right
4 includes the convenience on the part of the passenger during the flight.

5 *Sec. 17. Right to Mandatory Fare Discount.* - Qualified senior citizens, PWDs,
6 and students are entitled to a twenty percent (20%) discount on all regular fares. To
7 avail of the discount, the persons concerned are required to show competent proof of
8 identity, such as identification cards issued by duly-recognized public and private
9 educational institutions, and government agencies and instrumentalities.

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

16 Qualified senior citizens, PWDs, and students are likewise exempt from the
17 payment of the value added tax. Where the air carrier offers promotional fares, the
18 fare that is more beneficial between the discounted regular fare and the promotional
19 fare shall be offered to the passenger.

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

22 *Sec. 18. Right to Refund.* - Every passenger holding a refundable airline ticket
23 shall have the right to the refund of fares and payments made for optional services.
24 This includes the refund of terminal fees and other fees such as checked baggage
25 fees, insurance, and seat selector fees, if any.

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

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

5 *Sec. 20. Right to Rebook a Flight.* - Every passenger who was fully and truthfully
6 informed that the ticket purchased is rebookable shall have the right to rebook the
7 flight in accordance with the terms and conditions set forth in the rebooking policy.

8 *Sec. 21. Right to be Processed for Check-in.* - A passenger holding a confirmed
9 ticket, whether under a promotional or regular scheme, with complete documentary
10 requirements, and who has complied with the air carrier's check-in procedures, shall
11 be processed accordingly at the check-in counter within the check-in deadline. For this
12 purpose, the CAB shall, consistent with global aviation practice, provide a uniform
13 schedule of the opening of check-in counters and check-in deadline for both local and
14 international flights giving the passenger enough time to be processed for check-in.

15 The air carrier shall, therefore, and subject to infrastructure limitations, clearly
16 designate the boundaries of its assigned check-in areas or counters in a manner
17 convenient to the passengers. The air carrier shall ensure that all of its passengers for
18 a particular flight, including those who are in queue prior to the check-in deadline,
19 have already checked-in before accepting passengers from previously delayed or
20 cancelled flights and chance passengers, in that order, when there are still seats
21 available.

22 *Sec. 22. Right to Board Aircraft for the Purpose of Flight.* - Except when the
23 passenger is at fault or due to legal or valid causes such as immigration issues, safety,
24 security, and health concerns, a passenger who has checked-in for a particular flight
25 has the right to board the aircraft for the purpose of flight. A passenger shall be
26 considered at fault if such passenger is acting in violation of a law or the contract of
27 air carriage affecting the safety and security of another passenger or crew during the
28 voyage.

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

30 *Sec. 23. Right to Equal Protection.* - Every passenger is entitled to all the rights
31 set forth in this Act and in all aspects of contract of carriage regardless of race, sex,
32 gender, education, income, social status, language, physical characteristics, mental

1 characteristics, sensory impairments, age, religion, marital status, political belief, and
2 other circumstances. No air carrier shall deny a passenger from enjoying the rights
3 set forth in this Act because of criminal or summary convictions, or a previous
4 grievance against the air carrier.

5 Sec. 24. *Right to be Respected.* - Air passengers shall have the right to be
6 respected at all times by the air carrier. Airline employees and crew shall serve all
7 passengers with utmost courtesy and respect.

8 **D. RIGHT TO SAFETY**

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

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

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

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

29 Sec. 27. *Right to Immediate Payment of Compensation.* - A passenger shall
30 have the right to be compensated, promptly and expeditiously, in case of flight delay
31 or cancellation, death or injury, and loss or unreasonable deterioration to one's
32 baggage and property, as the case may be. Compensation under this Act does not

1 preclude the passengers to seek redress in a court for damage caused by any violation
2 of the rights of the passenger as provided for in this Act or in any other laws or treaties
3 concerning air transportation.

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

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

14 *Sec. 28. Rights of a Passenger for Delayed Flights.* - Every passenger has a
15 right to be compensated for flights not flown within a reasonable time from the ETD.
16 The provisions of this section shall be the minimum entitlement of a passenger in case
17 of delay and shall not prohibit the air carrier from granting more favorable conditions
18 or recourse, as it may deem appropriate.

19 a. Terminal Delay. In case the flight is delayed for at least two (2) hours after the
20 ETD, whether or not such is attributable to the carrier, a passenger shall have
21 the right to:

- 22 i. Be notified via public announcement of the reason for the delay and the
23 new ETD as soon as this information becomes available;
- 24 ii. Be provided immediately with a minimum level of care at terminals
25 and/or stations while waiting for the beginning or the continuation of the
26 delayed journey;
- 27 iii. Be offered, free of charge: (i) sufficient meals and refreshments within
28 a reasonable period covering the waiting time; (ii) free phone calls, text
29 messaging, facsimile, electronic mail, or other means of
30 communications; (iii) free internet access; and (iv) first aid, if necessary.

31 In applying this section, the operating air carrier shall pay
32 particular attention to the needs of persons with reduced mobility and

1 any person accompanying them, as well as to the needs of children,
2 pregnant women, senior citizens, and PWDs.

3 iv. Declare the cancellation of reservation and be entitled for refund or
4 rebooking in accordance with Sections 18 and 20 hereof; or ask for
5 endorsement to another carrier.

6 b. Tarmac Delay. Every passenger shall likewise have the right to adequate food
7 and beverage in cases of tarmac delay of at least two (2) hours after the ETD,
8 reckoned from the closing of the aircraft doors or when the aircraft is still at
9 the gate with the doors still open but passengers are not allowed to deplane.
10 In case the delay exceeds three (3) hours, the passenger may request
11 disembarkation.

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

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

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

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

31 a. If a flight is cancelled due to a cause attributable to the air carrier, a passenger
32 shall have the right to:

- 1 i. Be notified of the situation beforehand or as soon as possible via public
2 announcement, written or published notice, and flight status update
3 service either through short message service or electronic mail;
- 4 ii. Be provided immediately with a minimum level of care at terminals
5 and/or stations;
- 6 iii. Be offered free of charge:
 - 7 1. sufficient meals and refreshments within a reasonable period
8 covering the waiting time;
 - 9 2. hotel accommodation near the airport in cases where a stay of
10 one or more nights becomes necessary, or where a stay additional
11 to that intended by the passenger becomes necessary;
 - 12 3. transportation service between the airport and the place of
13 accommodation;
 - 14 4. free phone calls, text messaging, facsimile, electronic mail, or
15 other means of communications;
 - 16 5. free internet access; and
 - 17 6. first aid, if necessary.

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

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

1 c. Be endorsed to another air carrier without paying any fare difference, at the
2 option of the passenger, and provided that space and other circumstances
3 permit such re-accommodation; or

4 d. Rebook the ticket without any additional charge.

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

9 ii. In case the air carrier cancels the flight because of force majeure, safety
10 and/or security reasons as certified by the CAAP, a passenger shall have
11 the right to:

12 1. Rebook the flight -to another future flight, subject to the payment
13 of the fare difference, if any;

14 2. Reimburse the value of the fare;

15 3. Be endorsed to another airline, at the option of the passenger.

16 This provision shall be the minimum entitlement of a passenger in case of
17 cancellation and shall not prohibit the air carrier from granting more favorable
18 conditions or resources as it may deem appropriate.

19 *Sec. 30. Rights of a Passenger Denied Boarding.* - A passenger who has
20 checked-in for a particular flight cannot be denied boarding the aircraft except for
21 legal or other valid causes such as immigration issues, safety, security and health
22 concerns.

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

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

30 b. If the denial of boarding the aircraft is for some legal or justifiable reason
31 relating to the security or safety of other passengers or applicable
32 regulations sanctioned by the CAAP or legal order of the authorities, the

1 passenger concerned shall be entitled to refund, rebooking or
2 endorsement to another carrier subject to the payment of fare difference
3 or any administrative charges when applicable;

4 c. If the denial of boarding the aircraft is due to government requisition of
5 space, the affected passenger shall be compensated and shall be entitled
6 to the remedies in the preceding paragraph with the cost chargeable
7 against the air carrier subject to reimbursement by the requesting
8 agency if allowed; and

9 d. In case a passenger is denied boarding for acting in violation of a law or
10 the contract of air carriage affecting the safety and security of another
11 passenger or crew during the voyage, such passenger shall not be
12 entitled to any relief provided under this Act. *Provided*, That no
13 passenger shall be denied boarding for two (2) consecutive times on the
14 same day, except when public safety, order, health or moral requires:
15 *Provided further*, That PWDs, persons with special needs, senior citizens,
16 pregnant women and children shall be given preference against denied
17 boarding.

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

23 Sec. 32. *Loss, Damage, and Delay of Baggage.* - Every passenger has a right
24 to compensation for any loss, damage or delay of baggage attributable to the fault of
25 the air carrier. Compensation for loss of baggage shall be in the following amounts:

26 (a) For international flights, twenty dollars (USD20) per kilogram for checked-
27 in baggage and four hundred dollars (USD400) for hand-carried baggage.

28 (b) For domestic flights, the equivalent amount in pesos shall apply. A
29 passenger's baggage is presumed lost if, within a period of seven (7) days counted
30 from the time the passenger or consignee should have received the same, the baggage
31 is not delivered to said passenger or consignee. Once the baggage is declared to be
32 permanently lost in case of domestic flights, the provisions set in the contract of

1 carriage shall apply in the valuation of lost belongings. In case of international flights,
2 the limits set by the Warsaw Convention or the Montreal Convention, whichever is
3 applicable, shall apply.

4 In case a checked-in baggage has been off-loaded for operational, safety, or
5 security reasons, the air carrier shall inform the passenger concerned at the soonest
6 practicable time and in such manner that the passenger shall readily know that the
7 baggage has been off-loaded and the reason thereof. If the passenger's baggage has
8 been off-loaded, the air carrier shall make the appropriate report and give the
9 passenger a copy thereof, notwithstanding the announcement that the baggage shall
10 be loaded on the next flight. The air carrier shall carry the off-loaded baggage in the
11 next flight with available space, deliver the same to the passenger either personally
12 or at the passenger's residence and tender an amount of one thousand pesos
13 (P1,000.00) for every two (2) days of late delivery, as compensation for the
14 inconvenience. The passenger shall also have a right to the refund of the checked
15 baggage fees if the baggage was not delivered to the passenger within twenty-four
16 (24) hours from the arrival of flight.

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

21 Damaged baggage shall be compensated at one hundred pesos (P 100.00) per
22 kilogram if it is in a domestic flight unless the passenger has declared a higher
23 valuation of the baggage at check-in time. For international flights, rates in item (a)
24 under this paragraph shall apply.

25 *Sec. 33. Compensation for Death and Bodily Injuries. -*

- 26 a. In case of international flights, the rules of the relevant convention shall apply
27 as to compensation for death or bodily injuries sustained by a passenger in the
28 contract of carriage;
- 29 b. In case of domestic flights, the passenger shall be entitled to the compensation
30 subject to the provision of the contract of carriage or the compensation as
31 provided in the provision of the relevant convention, in its Philippine currency
32 equivalent, whichever is higher.

1 convenient opportunities to comply with aviation requirements and their special needs,
2 facilities and assistance by reason of their individual circumstances throughout the
3 flight. For this purpose, air carriers shall designate at least one (1) check-in counter
4 dedicated to PWDs, persons with special needs, senior citizens, pregnant women and
5 children.

6 *Sec. 38. Responsibility of the Air Carrier When the Number of Passengers is*
7 *Beyond the Capacity of the Aircraft.* - If a certain flight has more ticketed passengers
8 than the allowed capacity of the aircraft by reason of overbooking, government
9 requisition of space, as well as the downgrading of the aircraft for safety or unforeseen
10 operational reasons as certified by the CAAP, the air carrier shall perform the following:

11 (a) Determine the number of passengers in excess of the actual seat capacity
12 of the aircraft;

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

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

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

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

23 *Sec. 39. Duty of the Carrier in the Event of Flight Deviation.* - In case of flight
24 deviation, the air carrier shall provide the necessary transportation to ferry a
25 passenger from the originally-designated airport of departure to the actual airport of
26 departure or from the airport of actual destination to the airport of originally-
27 designated destination, as the case may be. If, by reason of the deviation, a certain
28 right of a passenger is violated, the applicable provision of this Act shall govern the
29 avilment and grant of remedies and compensation.

30 *Sec. 40. Provision of Assistance Desk.* - Air carriers shall provide Customer
31 Service Representatives (CSR) who can address common problems in situ, which
32 include arranging for meals and/or hotel accommodation for stranded passengers,

1 writing checks for denied boarding compensation, resolving baggage issues, and
2 settling other routine claims or complaints. In addition, the CAB shall provide for
3 Complaints and Assistance Desks manned by CAB or CAB-deputized personnel in all
4 airports, who shall assist passengers whose rights have been violated, including the
5 filing of complaints.

6
7 *Sec. 41. Remedies of the Passengers.* - Every passenger whose rights provided
8 in this Act have been violated shall have the remedies as may be respectively set by
9 the CAB under the rules and regulations to be promulgated to effectively carry out the
10 proper implementation of this Act, including, but not limited to: (i) assistance in filing,
11 processing and documenting complaint/s; (ii) negotiating for a resolution acceptable
12 to the affected passengers and the air carrier; and (iii) elevation of complaint/s to
13 appropriate authorities.

14 *Sec. 42. Operational Space.* - An air carrier shall, in adopting its flight schedules,
15 exert all efforts to manage the disposition of its aircraft in such a way as to be able to
16 reallocate aircraft to take the place of another aircraft in case the latter cannot carry
17 the passengers due to operational requirement, aircraft maintenance, and other
18 similar situations.

19 *Sec. 43. Immediate Reporting of Off-Loaded Checked Baggage.* - In case a
20 checked baggage has been off-loaded for operational, safety or security reasons, the
21 air carrier shall inform the passenger concerned at the soonest practicable time and
22 in such manner that the passenger shall readily know that the baggage has been off-
23 loaded and the reason thereof. Subsequently, the air carrier shall make the
24 appropriate report and give the passenger a copy thereof, notwithstanding the
25 announcement that the baggage shall be loaded on the next flight.

26 27 **CHAPTER V**

28 **OBLIGATIONS OF THE CAAP, CAB AND AIRPORT OPERATORS**

29 *Sec. 44. Availability of Check-in Counters.* - The CAAP, airport authorities or
30 airport operators, as the case may be, shall provide an adequate number of check-in
31 counters for every air carrier operating in a particular airport. They shall ensure that
32 the number of check-in counters of an air carrier in a particular airport shall be

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

4 Sec. 49. *Review of Penalties.* - The CAB, in coordination and in consultation
5 with the DOTr, Department of Trade and Industry (DTI), and CAAP shall, after three
6 (3) years from the effectivity of this Act and every three (3) years thereafter, review
7 the applicability and enforcement of all foregoing pecuniary penalties and initiate
8 actions for amending or upgrading the same as may be necessary in accordance with
9 law.

10
11 **CHAPTER VIII**
12 **FINAL PROVISIONS**

13 Sec. 50. *Report to Congress.* - The DOTr, in coordination with the DTI, CAAP,
14 CAB, airport operators and air carriers, shall submit to Congress, either in printed form
15 or by way of electronic document, an annual report on the status of implementation
16 of this Act. The information contained in the report shall include, but not be limited
17 to:

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

21 The Secretary of Transportation and the Agency's web administrator or
22 equivalent shall be responsible for ensuring that said reports are posted on the
23 Agency's official website.

24 Sec. 51. *Appropriations.* - The Secretary of Transportation and Communications
25 shall immediately include in the Department's program the needed operational
26 requirement in upholding the enumerated rights in this Act, the initial funding of which
27 shall be charged against the current appropriations for the CAB. Thereafter, such sums
28 as may be necessary for the continued implementation of this Act shall be included in
29 the annual General Appropriations Act.

30 Sec. 52. *Implementing Rules and Regulations (IRR).* - Within sixty (60) days
31 from the effectivity of this Act, the CAB shall, in coordination with the DOTC, DTI and
32 CAAP, and after consultation with accredited passenger organizations, air carriers, and

1 other directly affected stakeholders, promulgate the necessary IRR to effectively
2 implement the provisions of this Act.

3 *Sec. 53. Separability Clause.* - If for any reason, any provision of this Act is
4 declared unconstitutional or invalid, such parts or portions not affected thereby shall
5 remain in full force and effect.

6 *Sec. 54. Repealing Clause.* - All laws, executive orders, presidential decrees,
7 issuances, rules and regulations or parts thereof inconsistent with the provision of this
8 Act are hereby repealed or modified accordingly.

9 *Sec. 55. Effectivity.* - This Act shall take effect fifteen (15) days following its
10 publication in the Official Gazette or at least two (2) newspapers of general circulation
11 in the Philippines.

Approved,