

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Constitution Hills, Quezon City

EIGHTEENTH CONGRESS

First Regular Session

4679

HOUSE BILL NO. _____



Introduced by **HON. MARIO VITTORIO A. MARIÑO**

EXPLANATORY NOTE

The Philippines is situated in the path of typhoons birthed in the Pacific Ocean thus, we always experience inclement weather especially during the rainy season. Inclement weather brought about by typhoons has caused the delay or cancellation of countless maritime trips resulting into thousands of passengers stranded and unprepared for such circumstances.

Although the safety of these passengers remain the primordial concern behind the delayed or cancelled trips, the plight of the stranded passengers can actually be alleviated by proper planning and coordination between shipping companies and government agencies.

Aside from fortuitous events being the cause of delays and cancellations, the more pressing concern are the delays and/or cancellations caused by the shipping companies themselves to the detriment of the passengers.

While there is a DOTC-DTI Joint Memorandum Circular No. 1 s. 2012, mandating the Air Passenger Bill of Rights, there is no similar undertaking yet to protect our maritime passengers. Thus, the passage of this measure is earnestly requested.


MARIO VITTORIO A. MARIÑO

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**AN ACT PROVIDING FOR THE RIGHTS OF PASSENGERS AND
OBLIGATIONS OF DOMESTIC SHIPOWNERS/OPERATORS IN CASE OF
CANCELLED, DELAYED AND UNFINISHED/UNCOMPLETED VOYAGES**

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

Section 1. Short title. - This Act shall be known and cited as the "Maritime Passengers Bill of Rights of 2019."

Section 2. Declaration of Policy. - It is hereby declared that to provide a clear outline of the rights of the passengers and the obligations of the shipowner/operator in case of cancelled, delayed, and unfinished/uncompleted voyage as well as the remedies available to the former in case of violations and/or non-compliance therewith by the latter.

Section 3. Coverage. - This Act shall apply to all liner passenger-carrying ships registered under the Philippine laws and plying the internal waters of the Philippines whose ships are under the following circumstances:

- a) Cancelled Voyage;
- b) Delayed Voyage; and/or,
- c) Unfinished/Uncompleted Voyage.

Section 4. Definition of Terms. - For purposes of this Act, the following terms and phrases shall have the meaning as herein below indicated:

1. "Cancelled Voyage" refers to one that has been called off and deferred to the next day or more than twenty-four (24) hours from the scheduled departure or arrival of the ship or to an indefinite date and time. This covers voyages where

passengers have been displaced or denied boarding due to overbooking or errors in booking. The voyage is deemed cancelled as to such displaced passengers.

2. "Shipowner/Operator" refers to any person, corporation, firm or association who undertakes to transport persons or things indiscriminately from one place to another, for a corresponding fee or compensation.

3. "Contract of Carriage/Ticket" refers to a document evidencing the agreement between the shipowner/operator and the passenger for the former to transport the latter to his/her destination.

4. "Delayed Voyage" refers to a voyage involving late departure of the ship from its port of origin and/or late arrival thereof to its port of destination for a period of time not exceeding twenty-four (24) hours from the scheduled time of departure or arrival of the ship.

5. "Liner Passenger-carrying Ship" refers to a ship engaged in the carriage of passengers in domestic shipping with regular ports of call/destination and fixed sailing schedules and frequency.

6. "Fortuitous Event" refers to the occurrence by chance without cause or relation or without human intervention.

7. "Passenger" refers to every person other than:

7.1 The master and the members of the crew or other persons employed or engaged in any capacity on board a ship on the business of that ship;

7.2 A person on board and carried either because of the obligation laid upon the master to carry shipwrecked, distressed or other person by reason of force majeure;

It shall refer to persons embarking on, on board, or disembarking from a ship engaged in domestic shipping to include the following such as, but not limited to, those who are paying, non-paying, minor, infant, holding discounted or complimentary tickets and/or accommodated passengers, including those passengers who are accompanying cargoes, vehicles or animals.

8. "Refund" refers to the amount as reflected in the ticket paid back without any charges or deductions to the owner of said ticket who is not able to board the particular ship bound to his/her destination regardless of whether the ticket was purchased as a regular, budget, or promo fare.

9. "Revalidation" refers to the shipowner/operator's acknowledgment that an unused ticket may be used for another voyage.

10. "Sailing Schedule" refers to the ship's time of departure and arrival as provided for in its CPC/PA/SP or any other forms of authority to operate.

11. "Ship" refers to any kind, class or type of craft or artificial contrivance capable of floating in water, designed to be used, or capable of being used, as a means of floating in water transport in the domestic trade in the carriage of passengers or cargo, or both, utilizing its own motive power or that of another.

12. "Unfinished/Uncompleted Voyage" refers to a voyage that has been commenced but has failed to reach its port of destination.

SECTION 5. - RIGHTS OF PASSENGERS IN CASE OF CANCELLED VOYAGES.- In case of cancellation of a voyage for causes attributable to the shipowner/operator, the passengers shall have the following rights:

1. The passengers are entitled to have the full amount of their tickets refunded plus the applicable amount based on the table below, or that provided for by the shipowner/operator, if any, whichever is higher; or,

Ship Size per GT	Amount (Php)
100 and below	500
Above 100-250	1,000
Above 250-500	2,000
Above 500	3,000

2. The Passengers may opt to have their ticket revalidated. In this case, the shipowner/operator shall:

a) Ensure that the passengers shall be given priority over walk-in passengers to take the voyage of another ship owned by the shipowner/operator or by another shipowner/operator bound for the same destination or to the nearest route, which other ship is scheduled to depart at the same time as that of the ship whose voyage is cancelled or at a time immediately subsequent thereto. Otherwise, the passengers shall be scheduled for the said other ship's next available voyage. In all cases, no additional costs shall be charged against the passenger.

b) Provide to passengers, while they are awaiting their re-scheduled voyage, the following:

b.1. Accommodation that is commensurate to the prescribed value of the ticket, and must be located near or accessible from the port;

b.2. Free transportation from the port to the inn/hotel and vice-versa;

b.3. Refreshments or meals during mealtime;

b.4. Free access to first aid/relief medicine;

- b.4 Free access to communication facilities; and,
- b.5 The applicable amount as per the ship's size prescribed under Section 5 (1), or that provided for by the shipowner/operator, if any, whichever is higher.

The shipowner/operator shall not be obliged to provide those under Items b.1 and b.2 above if the passengers may be accommodated in the voyage of other ship(s) owned by the shipowner/operator or by another shipowner/operator bound for the same destination or to the nearest route, the departure schedule of which is not more than two (2) hours from the departure schedule of the passengers' cancelled voyage.

In case the cancellation is caused by a fortuitous event, the passengers still have the option to either request for a refund of the full amount of their ticket or to have their tickets revalidated. However, they are no longer entitled to the rights enumerated under Section 5, paragraphs 2.a and 2.b to 2.b.5 hereof which may be invoked only if the cancellation is due to the fault or negligence of the shipowner/operator.

SECTION 6. RIGHTS OF PASSENGERS IN CASE OF DELAYED VOYAGES. - In case of delay for reasons attributable to the shipowner/operator, the passengers shall have the following rights:

1. Delay for more than two (2) hours but not exceeding eight (8) hours from the scheduled departure or arrival of the ship- the shipowner/operator shall provide the following:

- a) Refreshments or Meals during mealtime;
- b) Free access to First Aid/Relief Medicine;
- c) Free access to communication facilities;
- d) Use of Facilities for Hygiene and Sanitation (i.e. Comfort Rooms) at the expense of the shipowner/operator if the use of such facilities is for a fee; and,
- e) The applicable amount based on the table below, or that provided for by the shipowner/operator, if any, whichever is higher.

Ship Size per GTAmount (Php)

100 and below 300

Above 100-250	500
Above 250-500	1,000
Above 500	1,500

The exercise by the passengers of their right to demand a refund of the full amount of their tickets does not exonerate the shipowner/operator from paying the passengers the amount as indicated in paragraphs 1.e and 2.f of this section. The passengers who accepted the payment shall relieve the shipowner/operator from any liability for damages arising from the aforesaid acts.

2. Delay for more than eight (8) hours but not exceeding twenty-four (24) hours from the scheduled departure or arrival of the ship - the shipowner/operator shall provide the following:

- a) Accommodation that is commensurate to the prescribed value of the ticket, and must be located near to or accessible from the port;
- b) Free transportation from the port to the inn/hotel and vice-versa;
- c) Refreshments or Meals during mealtime;
- d) Free access to First Aid/Relief Medicine;
- e) Free access to communication facilities; and,
- f) The applicable amount based on the table below, or that provided for by the shipowner/operator, if any, whichever is higher.

Ship Size per GT	Amount (Php)
100 and below	500
Above 100-250	1,000
Above 250-500	2,000
Above 500	3,000

The above-enumerated rights may not be invoked against or demanded to be complied with by the shipowner/operator if the delay is caused by a fortuitous event or by acts or circumstances not attributable to the shipowner/operator. However, this is without prejudice to the right of the passengers to have a full refund of the amount of their tickets should they choose not to wait for the date and time when the ship will

finally be able to commence its voyage and avail rather of the other modes of transportation to get to their destination.

In either case, that is, whether the cause of the delay is the fault of the shipowner/operator or a fortuitous event, the shipowner/operator shall inform the passengers of any change or delay in the sailing schedules of the ship.

SECTION 7. RIGHTS OF PASSENGERS IN CASE OF UNFINISHED/UNCOMPLETED VOYAGES. -In case the voyage cannot be completed for causes attributable to the shipowner/operator, the passengers shall have the following rights:

1. The passengers are entitled to have the full amount of their ticket refunded;
2. The shipowner/operator is under obligation to transport the passengers to the intended destination of the ship whose voyage was not completed at the expense of the shipowner/operator either through another ship of the shipowner/operator or through an arrangement for a comparable transportation which would enable the passengers to arrive at their intended destination.
3. The shipowner/operator shall also be liable in the manner provided under Section 6, paragraphs 1 and 2 hereof for the delay in their arrival at their intended destination as a consequence of the unfinished/uncompleted voyage of the ship originally boarded upon by the passengers.

In case the voyage cannot be completed by reason of a fortuitous event, the obligation and liability of the shipowner/operator is limited only to the free transportation of the passengers, either through another ship owned by the shipowner/operator or through an arrangement for a comparable transportation, bound for the same destination as that of the ship whose voyage was not completed or to a place nearest thereto.

SECTION 8. RIGHTS OF COMPLIMENTARY TICKET HOLDERS AND NON-PASSENGERS. - All the rights of a passenger in case of a cancelled, delayed or unfinished/uncompleted voyage, except the monetary compensation provided for under Section 5, paragraph 2.b.5 and Section 6, paragraphs 1.e and 2.f, shall apply to and may be exercised by holders of complimentary tickets. They are, for all intents and purposes, considered as passengers under this Act.

Persons scheduled to be or are on board a liner passenger-carrying ship but are not considered as passengers under this Act are entitled to the following:

1. To be informed of the cancellation, delay or non-completion of the voyage; and,

2. To be provided with refreshments or meals during mealtime while waiting for the next available voyage in which they can be accommodated.

SECTION 9. ABSOLUTE EXEMPTION FROM LIABILITY. - The shipowner/operator does not incur any liability in cases of cancelled or delayed voyages if the cancellation or delay or fault is wholly attributable to the passengers themselves.

SECTION 10. PROCEDURE FOR CLAIMING BENEFITS. -

1. In case of cancellation, delay, or failure of the ship to continue its voyage, the shipowner/operator is under obligation to issue a written notification/advisory to the passengers or to post an official announcement setting forth the circumstances surrounding or leading to the cancellation, delay or inability of the ship to continue its voyage. The advisory or notification shall be issued immediately.

2. To be eligible to claim the benefits accruing out of the cancellation, delay or non-completion of a ship's voyage, the passengers must be able to present the contract of carriage/ticket.

3. The compensation (refund of ticket, fees for use of facilities, etc.) as well as the documents required to claim the other benefits to which the eligible passengers are entitled, shall be paid and/or given by the shipowner/operator to the eligible passengers on the date and place the cancellation or delay occurs.

In the case of unfinished/uncompleted voyage, the payment or issuance of documents may be made at the main or branch office of the shipowner/operator, or at any such place where the passengers may be subsequently transferred or transported.

Section 11. VENUE. -All complaints for refusal by the shipowner/operator to extend the benefits as herein provided shall be filed at any MARINA office for appropriate action.

Section 12. FINES AND PENALTIES. -Upon a finding after due notice and hearing in accordance with the Internal Rules and Regulations of this Act that the shipowner/operator is liable for violation/s of any provision of this Act, the shipowner/operator shall be directed to:

1. Pay the following fines and penalties:

- a) First violation = P 10, 000 + 10-day suspension of operations of the ship involved
- b) Second violation = P 20, 000 + 15-day suspension of operations of the ship involved
- c) Third and succeeding violations = P 30, 000 + cancellation of the ships' authority to operate

Section 13. SEPARABILITY CLAUSE. -Should any provision or part of this Circular be declared by competent authority to be invalid and unconstitutional, the remaining provisions or parts thereof shall remain in full force and effect and shall continue to be valid and effective.

Section 14. EFFECTIVITY CLAUSE. -This Act shall take effect fifteen (15) days after its publication in a newspaper of general circulation in the Philippines.