

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

NINETEENTH CONGRESS
Second Regular Session

HOUSE BILL NO. 8563



Introduced by Representative Roman T. Romulo

Explanatory Note

Honesty is the best policy and Time is Gold are two popular sayings that to this representation best encapsulate the manner by which air carriers should deal with their passengers.

However, there are reports and allegations that airline companies are not forthright to the flying public with respect to the terms and conditions of their fares resulting in confusion. This is made worse by the persistent delay and cancellation of flights

While the DOTC and DTI already promulgated Joint Administrative Order No. 1, series of 2012 regulating the Air Bill Passenger Bill Of Rights, it is necessary that a legislation on this matter be enacted by the representatives Of the people in order to further enhance the rights of passengers and provide it more legal weight.

As such, this bill seeks to establish, under the conditions specified herein, the different rights of airline passengers including when (a) they are denied boarding against their will; (b) their flight is canceled; (c) their flight is delayed; (d) their baggage is lost, delayed or damaged and (e) when there is death or bodily injury. The right to full, fair, and clear disclosure of the service offered is also provided in this proposal.

In addition to the usual remedies granted to passengers, the proposed measure also provides the passenger another right in the nature of additional compensation at a rate equivalent to at least the value of the sector canceled, delayed, or denied boarding to be paid in the form of cash or voucher, at the option of the passenger.

In view of the foregoing, the immediate approval of this bill is earnestly sought.

A handwritten signature in black ink, appearing to read "Roman T. Romulo".

ROMAN T. ROMULO
Lone District, Pasig City

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HOUSE BILL NO. 8563

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**AN ACT PROVIDING FOR THE PROTECTION OF THE RIGHTS OF AIRLINE PASSENGERS
AND PENALIZING ACTS IN VIOLATION THEREOF**

*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 and cited as the “Air Passenger Bill of Rights
4 Act”.

5 SEC. 2. *Declaration of Policy.* – It is hereby declared the policy of the State to promote the
6 welfare 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 shall
8 pursue a policy mandating full disclosure of all aspects relating to the contract of air carriage.
9 The State shall adopt the generally-accepted principles of relevant international laws to which
10 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.* – As used in this Act:

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

15 (b) *Baggage* refers to any personal property carried by the passenger which has
16 been checked-in with the airline. *Off-loaded Baggage* refers to checked baggage but has
17 either not been put in or been subsequently removed from the cargo hold of the carrier;

1 (c) *Cancellation* refers to the act of calling off a flight. This shall include the
2 following instances:

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

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

6 (3) Cancellation by the passenger or a situation deemed cancelled as
7 provided under this Act.

8 (d) *Check-in Deadline* refers to a reasonable point in time before the published
9 ETD as may be prescribed by the Civil Aeronautics Board (CAB) at which a passenger may
10 physically present travel documents to the air carrier at the latter's check-in counter;

11 (e) *Check-in Period* refers to the time when the air carrier's check-in counters are
12 open for accepting and processing passengers checking in for their flights which starts at least
13 two (2) hours before the ETD in international airports and in airports designated by the
14 Department of Transportation and Communications (DOTC). In other airports, the check-in
15 period shall start at least one (1) hour before the ETD;

16 (f) *Confirmed Reserved Seat* refers to a seat on a specific date and on a specific
17 flight and class of service of a carrier, which has been requested by a passenger, and which
18 the carrier or its agent has verified, by appropriate notation on the ticket, as being reserved
19 for the accommodation of the passenger;

20 (g) *Convention* refers to the applicable international agreement, convention, or
21 treaty on carriage of goods or persons by air;

22 (h) *Delay* refers to the deferment of a flight to a later time. *Terminal delay* refers
23 to a delay that occurs while passengers are still inside the terminal waiting for boarding, while
24 *tarmac delay* is a delay that occurs while passengers are already on board the aircraft;

25 (i) *Denied Boarding* refers to a situation where a passenger who has physically
26 presented travel documents pertaining to a confirmed seat reservation at the proper time
27 and place, and has fully complied with the carrier's check-in reconfirmation procedures, and
28 the carrier's tariff requirement, was not allowed to board the aircraft;

29 (j) *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 checked in at the appointed
31 area and at the appointed time, is denied or is not processed for boarding a particular flight;

32 (k) *Fare* refers to the payment in consideration for the carriage of a passenger but
33 shall not include charges for ancillary services. Regular fare is any fare that is offered on a

regular basis, is nondiscounted, and offers the advantage of cancellation, changing flight time or schedule, rerouting, or rebooking, by the passenger, whether for a fee or penalty, or not. Promotional fare is any fare that is generally lower than a regular fare and is offered for a specific period. This includes offers of “no frills” fare, wherein the nonessential features for flights such as free food and drinks onboard flights have been removed to keep the price low, and discounted fares which require prior approval by the CAB;

(l) *Free Tickets* refer to tickets provided by carriers to passengers, tickets available for free to employees, and tickets claimed based on mileage, which do not have confirmed status, are subject to space availability, and do not qualify as either regular or promotional fare;

(m) *General Sales Agent* means a person who is not a bonafide employee of an air carrier, and who as authorized by the air carrier, by itself or through an agent, sells or offers for sale any air transportation, or negotiates for, or holds out by solicitation, advertisement or otherwise as one who sells, provides, furnishes, contracts, or arranges for, such air transportation;

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

(o) *No Show* refers to the failure of the passenger to appear at the check-in counter within the check-in deadline or to show up at the boarding gate at the time indicated on the boarding pass;

(p) *Non-scheduled Services* refer to an arrangement where an aircraft has more flexibility in terms of time, schedules, routes, and choices of airports and similar operational characteristics subject to the approval of the Civil

Aviation Authority of the Philippines (CAAP) each time;

(q) *Overbooking* refers to the practice by air carriers of selling confirmed reserved seat beyond the actual seat capacity of the aircraft. This shall include a situation wherein an air carrier downgrades an aircraft for grounds other than safety or unforeseen operational reasons that results in the bumping off of passengers;

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

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

4 (t) *Philippine-based air carrier* refers to an air carrier holding a Certificate of Public
5 Convenience and Necessity (CPCN) or a Temporary Operating Permit (TOP) issued by the CAB
6 for scheduled or non-scheduled services;

7 (u) *Sales Promotion* refers to the techniques intended for broad consumer
8 participation which contain promise of gain, such as prizes, in cash or in kind, as reward for
9 the purchase of a product, security, service or winning in a contest, game, tournament, and
10 other similar competitions which involve determination of winner/s and which utilize mass
11 media and widespread media of information. It also means techniques purely intended to
12 increase the sales, patronage and goodwill of a product; and

13 (v) *Scheduled Services* refer to an arrangement wherein an air carrier follows a
14 fixed, regular, and published timetable and routes and which does not have flexibility in terms
15 of time, schedules, routes, and choices of airports and similar operational characteristics.

16 SEC. 4. *Scope of Application*. – This Act shall apply to all aspects of contract of air carriage for
17 flights or portions of a flight, within the territory of the Philippines or from the territory of the
18 Philippines, operated by Philippine-based air carriers, flights or portions of a flight from the
19 territory of the Philippines operated by foreign air carriers, as well as charter flights and the
20 conduct of individual ticketing: *Provided*, That the compensation provisions of this Act shall
21 not apply to air carriers flying into the territory of the Philippines if the laws of the country of
22 origin provide similar or higher compensation.

23 SEC. 5. *Applicability of International Laws and Pertinent Conventions*. – In case of conflict
24 between the provisions of this Act and the provisions of any treaty or convention where the
25 Philippines is a signatory, the provisions of the latter shall prevail. Where the Philippines is
26 not a signatory, the provisions of any treaty or convention shall have suppletory effect in the
27 implementation of this Act insofar as the same are not contrary to the provisions herein
28 contained.

29 CHAPTER II

30 CONTRACT OF CARRIAGE BY AIR

31 SEC. 6. *Contract of Air Carriage*. – By the contract of air carriage, an air carrier obliges itself
32 to transport the passenger or one's baggage, if any, from one place to another, through
33 airspace, without any damage or injury upon the latter's person, or loss, damage or
34 unreasonable deterioration of his baggage, if any, and when the passenger obliges oneself to
35 pay a just and reasonable air fare.

1 SEC. 7. *Perfection of the Contract of Carriage.* – The contract of air carriage is perfected from
2 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
5 a passenger, who accepts and holds it in his/her possession, with the corresponding full
6 payment of the fare by said passenger.

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

11 SEC. 9. *Presumption of Negligence.* – In case of damage or injury to the person of the air
12 passenger, or loss, damage, or unreasonable deterioration of his/her baggage, if any, the air
13 carrier shall be presumed negligent, unless it proves that it exerted extraordinary diligence to
14 avert the same. Diligence observed in the selection and supervision of employees shall not
15 be a defense to rebut this presumption.

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

- 19 (1) Flood, storm, earthquake, lightning, or other natural disaster or calamity;
- 20 (2) Act of the public enemy in war, whether international or civil;
- 21 (3) Act or omission of the shipper or owner of the baggage/goods;
- 22 (4) The character of the goods or defects in the packing or in the containers; and
- 23 (5) Order or act of competent public authority.

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

- 25 (1) Infrastructure limitation as certified by the CAAP;
- 26 (2) Safety reasons due to a technical problem;
- 27 (3) Security reasons; or
- 28 (4) During the occurrence of a fortuitous event.

29 The passengers affected may avail of pertinent applicable remedies provided under this
30 Act.

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

SEC. 12. *Construction*. – In case of doubt, the contract of air carriage shall be 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

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

(a) Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge, seat reservation, etc);

(b) Travel restrictions;

(c) Baggage allowance and limitations;

(d) Check-in and boarding requirements and deadlines;

(e) Air carrier's responsibilities and passenger's rights and compensation for delayed and cancelled flights, and for death and injuries and lost, delayed or damaged baggage;

(f) Air carrier's liability limitations;

(g) Procedures for claims against the carrier;

(h) Services and amenities provided by the air carrier; and

(i) Other crucial and necessary conditions of the contract of carriage.

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

Incorporation by reference means that the ticket or boarding pass shall clearly state that the complete terms and conditions of carriage are available for perusal or review on the

1 air carrier's website, or in some other document that may be sent to or delivered by post or
2 electronic mail to a passenger upon request.

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

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

7 In case of online booking, the air carrier must establish a system wherein a purchaser
8 is fully apprised of the required disclosures under this section twice prior to the final
9 submission of an online offer to purchase. The first disclosure shall include the full
10 information to which the passenger has a right of access and disclosure. The second disclosure
11 before the final submission of an online offer to purchase shall substantially include the
12 following message, in English and Filipino:

13 "By confirming purchase of this ticket, you agree to the terms and conditions which
14 include:

15 (a) Refund policy;

16 (b) Rebooking policy;

17 (c) No-Show policy; and

18 (d) Other important information specific to the ticket purchased."

19 "Sa pagpili ng tiket na ito, kayo ay sumasang-ayon sa mga kondisyon at restriksyon
20 kabilang na ang:

21 (a) Panuntunan sa pagsasauli ng ibinayad;

22 (b) Panuntunan sa pagpalit ng tiket;

23 (c) Panuntunan sa hindi pagdating sa tamang oras; at

24 (d) (d) Iba pang importanteng impormasyon ukol sa ticket. "

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

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

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

3 (a) Conditions and restrictions attached to the fare type;

4 (b) Refund and rebooking policies;

5 (c) Government taxes and fuel surcharges;

6 (d) Other fees and charges;

7 (e) Contact details of the carrier which include phone numbers, websites, emails,
8 and online accounts;

9 (f) Other information that is necessary to apprise the passenger of the conditions
10 and full price of the ticket which may include incorporation by reference of websites
11 and other available information portal or office where the passenger can read or ask
12 the full terms and conditions of the fare and the air passenger bill of rights; and

13 (g) In case of promotional fares, the number of seats offered on a per sector basis,
14 the CAB permit or approval number and the duration of the promo.

15
16 B. RIGHT TO FAIR AND REASONABLE FARE AND TO THE FULL VALUE
17 OF THE SERVICE PURCHASED

18 SEC. 16. *Right to Receive the Full Value of the Service Purchased.* – A passenger shall have
19 the right to fair and reasonable fare and to receive the full value of the services that they
20 purchased. An air carrier shall not deny nor diminish any service that an air passenger has
21 paid for. However, an air carrier may upgrade its services in favor of a passenger free of
22 charge, subject to the consent of the passenger.

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

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

26 To avail of the discount, the persons concerned are required to show competent proof
27 that they are senior citizens, PWDs or students. Competent proof includes government-
28 issued identification cards or school identification cards.

29 To avail of the discount, a student, at the time of the purchase of the airline ticket,
30 must be enrolled in preschool, elementary, secondary or collegiate school or institution,
31 whether academic, vocational or technical, duly recognized by the government. For the

1 purpose of this Act, it does not include those taking up post-graduate courses like medicine,
2 law and masteral and doctoral degrees as well as short-term courses and seminars and classes
3 like dancing, singing and driving lessons.

4 Qualified senior citizens, PWDs and students are likewise exempt from the payment
5 of the value-added tax.

6 Where the air carrier offers promotional fares, the fare that is more beneficial
7 between the discounted fare and the promotional fare shall be given to the passenger.

8 For purposes of taxation, the discounts herein imposed shall be allowed as deduction
9 on the gross income of the air carrier.

10 SEC. 18. *Right to Refund.* – Every passenger holding a refundable airline ticket shall have the
11 right to the refund of fares. This includes the refund of other fees such as checked baggage
12 fees and other optional service fees such as insurance, and seat selector fee, if any.

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

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

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

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

33 The air carrier shall, therefore, and subject to infrastructure limitations, clearly
34 designate the boundaries of its assigned check-in areas or counters in a manner convenient
35 to the passengers.

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

5 SEC. 22. *Right to Board Aircraft for the Purpose of Flight.* – Except when the passenger is at
6 fault, or due to legal or valid causes such as immigration issues, safety, security, and health
7 concerns when there is a legal or other valid cause, a passenger who has checked-in for a
8 particular flight has the right to board the aircraft for the purpose of flight. A passenger
9 shall be considered at fault if such passenger is acting in violation of a law or the contract of
10 air carriage affecting the safety and security of another passenger or crew during the
11 voyage.

12 C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION

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

19 SEC. 24. *Right to be Respected.* – Air passengers shall have the right to be respected at all
20 times by the air carrier. Airline employees and crews shall serve passengers with utmost
21 courtesy and respect.

22 D. RIGHT TO SAFETY

23 SEC. 25. *Access to Emergency Measures, Medical Assistance, Safety Devices and Essential*
24 *Services.* – A passenger has a right to have access to and to use emergency and safety devices,
25 medical assistance, and proper application of first aid procedures during emergency
26 situations or when the passenger's health requires it. Air carriers shall train flight personnel
27 and crews in handling and responding to emergency situations and shall provide at least one
28 (1) flight crew who is certified to be trained in the application of first aid procedures. An air
29 carrier shall always inform its passengers of emergency measures in cases of evacuation
30 before the start or during the first hour of the flight.

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

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

4 E. RIGHT TO REDRESS AND COMPENSATION

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

9 SEC. 27. *Right to Immediate Payment of Compensation.* – A passenger shall have the right to
10 be compensated, promptly and expeditiously, in case of flight delay or cancellation, death or
11 injury upon his/her person, and loss or deterioration to one's baggage and property, as the
12 case may be. Compensation under this Act does not preclude the passengers to seek redress
13 in a court for damage caused by any violation of the rights of the passenger as provided for
14 by this Act or any other laws or treaties concerning air transportation.

15 An air carrier liable for any of the required compensations provided under this Act
16 shall make the same available to the affected passenger at the air carrier's counters at the
17 airport on the date when the occasion entitling the passenger to compensation occurred, or
18 at the main office or any branch of the air carrier at the discretion of the passenger. The air
19 carrier shall tender a check or cash for the amount specified, or the document necessary for
20 claiming the compensation herein stated.

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

24 SEC. 28. *Rights of a Passenger for Delayed Flights.* – Every passenger has the right to be
25 compensated for flights not flown within a reasonable time from ETD. The provisions of this
26 section shall be the minimum entitlement of a passenger in case of delay and shall not
27 prohibit the air carrier from granting more favorable conditions or recourses, as it may deem
28 appropriate.

29 (a) Terminal Delay

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

32 (1) Be notified via public announcement of the reason for the delay and the ETD
33 as soon as this information is available;

(2) Be provided a minimum level of care immediately, on the spot at terminals/stations while waiting for the beginning or the continuation of the delayed journey;

(3) Be offered free of charge: (i) sufficient meals and refreshments in a reasonable relation to the waiting time; (ii) free phone calls, text messaging, fax, emails, or other means of communications; (iii) free internet access; and (iv) first aid, if necessary. In applying this section, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any person accompanying them, as well as to the needs of unaccompanied children; and

(4) Declare that he/she is cancelling his/her reservation and ask for refund or rebooking in accordance with Sections 18 and 20 hereof; or ask for endorsement to another carrier.

In case the flight is delayed for at least three (3) hours after ETD for causes attributable to the carrier, the flight shall be deemed cancelled and the affected passenger shall be entitled to the remedies provided under Section 29(a).

(b) Tarmac Delay

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

(c) Arrival Delay

In case there is a delay in the aircraft's arrival at the airport of destination for at least one (1) hour, the air carrier shall give the affected passengers free food and beverages.

If the said delay is due to the air carrier's negligence, it shall be liable to pay damages to the air passenger amounting to ten thousand pesos (P10,000.00) or the actual damages suffered, whichever is higher.

In the case of a multi-sector journey where the air carrier is at fault, in addition to the rights and entitlements stated under this section, a passenger shall be entitled to an additional compensation at a rate which is equivalent to at least the value of the sector cancelled by reason of the delay: *Provided*, That, in case of connecting flights with other carrier, the passenger has allotted sufficient connecting time of at least three (3) hours for international flights and two (2) hours for domestic flights: *Provided, further*, That the passenger shall not be entitled to the compensation of the value of the sector

1 deemed cancelled, if the passenger is endorsed to another carrier and the passenger is
2 able to complete his/her journey.

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

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

7 (1) Be notified beforehand or as soon as possible of the situation via public
8 announcement, written/published notice and flight status update service either
9 through text or electronic mail;

10 (2) Be provided a minimum level of care immediately, on the spot at
11 terminals/stations;

12 (3) Be offered free of charge:

13 (i) Sufficient meals and refreshments in a reasonable relation to the
14 waiting time;

15 (ii) Hotel accommodation near the airport in cases where a stay of one or
16 more nights becomes necessary, or where a stay additional to that intended by the
17 passenger becomes necessary; and

18 (iii) Transportation service between the airport and place of
19 accommodation. In addition, passengers shall be offered free phone calls, text
20 messaging, fax, emails, or other means of communications, free internet access, and
21 first aid, if necessary. In applying this provision, the air carrier shall pay particular
22 attention to the needs of persons with reduced mobility and any person
23 accompanying them, as well as to the needs of unaccompanied children;

24 (4) Subject to the provisions of Sections 10 and 19 hereof, be reimbursed within
25 five (5) days, either by cash, by electronic bank transfer, bank orders or bank cheques
26 or with the signed agreement of the passenger, in travel vouchers and/or other
27 services of the full cost of the ticket at the price at which it was bought, for the part
28 or parts of the journey not made and for the part or parts already made if the flight is
29 no longer serving any purpose in relation to the passenger's original travel plan,
30 together with, when relevant, a return flight to the first point of departure, at the
31 earliest opportunity.

32 If payment is made through credit card, the reimbursement should be credited back
33 to the payor's credit card account within seven (7) days without additional cost to the
34 passenger.

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

(6) Rebook the ticket without any additional charge.

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

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

(1) Rebook the trip to another trip in the future, subject to the payment of the fare difference, if any;

(2) Reimbursement of the value of the fare;

(3) Endorsement to another airline, at the option of the passenger.

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

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

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

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

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

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

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

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

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

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

21 (i) For international flights, twenty dollars (USD20) per kilo for checked-in
22 baggage and four hundred dollars (USD400) for hand-carried baggage.

23 (ii) For domestic flights, the equivalent amount in pesos shall apply.

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

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

31 In case a checked-in baggage has been off-loaded for operational, safety, or security
32 reasons, the air carrier shall inform the passenger at the soonest practicable time and in such
33 manner that the passenger shall readily know of the off-loading that his/her baggage has been
34 off-loaded and the reason thereof. If the passenger's baggage has been off-loaded, the air

1 carrier shall make the appropriate report and give the passenger a copy thereof, even if it
2 announced that the baggage shall be on the next flight.

3 The air carrier shall carry the off-loaded baggage in the next flight with available space,
4 deliver the same to the passenger either personally or at his/her residence and tender an
5 amount of one thousand pesos (P1,000.00) for every two (2) days of late delivery, as
6 compensation for the inconvenience. The passenger shall also have a right to the refund of
7 the checked baggage fees if the baggage was not delivered to the passenger within twenty-
8 four (24) hours from the arrival of flight.

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

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

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

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

20 (b) For domestic flights, the passenger shall be entitled to the compensation
21 subject to the provisions of the contract of carriage or the compensation as provided in the
22 provisions of the relevant convention, in its Philippine currency equivalent, whichever is
23 higher.

24 SEC. 34. *Compensation for Violation of Airline Passenger Rights.* – In case the air carrier
25 violates the rights of air passengers, the former shall pay the latter damages amounting to at
26 least fifty thousand pesos (P50,000.00), exclusive of other damages or injury the air passenger
27 has suffered.

28 CHAPTER IV

29 RIGHTS, DUTIES AND OBLIGATIONS OF THE AIR CARRIERS

30 SEC. 35. *Prevention of Harm to Passengers and Maintenance of Aircrafts.* – An air carrier shall
31 prevent harm and hazard to passengers by ensuring that it follows all regulations on the
32 airworthiness of the aircraft, complies with rules on hazardous materials, protects the
33 passengers from unreasonable harm, and actively responds to harm caused by the aircraft
34 structure, materials, and chemicals.

1 SEC. 36. *Designation of an "All-Flight" or "Per Route" Counters.* – Air carriers may operate
2 all-flight counters which will serve passengers without regard to destination. As far as
3 practicable, the air carrier shall, in addition to all-flight counters, open a separate counter
4 dedicated for a flight nearing check-in deadline to facilitate the checking-in of passengers at
5 least an hour before the published ETD.

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

11 (a) Republic Act No. 7277 or the Magna Carta for Disabled Persons as amended
12 by Republic Act No. 9442 and its implementing rules and regulations;

13 (b) Batas Pambansa Bilang 344 or the Accessibility Law;

14 (c) Republic Act No. 7432 as amended by Republic Act No. 9257 and Republic Act
15 No. 9994 or the Expanded Senior Citizens Act of 2010 and its implementing rules and
16 regulations.

17 The contract of air carriage shall clearly enumerate the necessary terms and
18 conditions affecting the rights of PWDs, senior citizens, persons with special needs, pregnant
19 women and unaccompanied children.

20 Air carriers and its agents, in coordination with the agencies charged with protecting
21 the rights and welfare of the abovementioned passengers, shall implement a system allowing
22 this group of persons enough and convenient opportunity to comply with aviation
23 requirements and their special needs, facilities and assistance by reason of their individual
24 circumstances throughout the flight.

25 For this purpose, air carriers shall designate at least one (1) check-in counter
26 dedicated to persons with disabilities (PWDs), senior citizens, persons with special needs,
27 pregnant women, and unaccompanied children between seven (7) and twelve (12) years old.

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

33 (a) Determine the number of passengers in excess of the actual seat capacity of
34 the aircraft;

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

3 (c) Provide the interested passengers or volunteers a list of amenities and offers
4 from which they can choose, which shall always include priority booking in the next available
5 flight and/or cash incentive; and

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

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

11 SEC. 39. *Duty of the Carrier in the Event of Flight Deviation.* – Flight deviation happens when
12 there is a change in the airport of origin or destination. If such is the case, an air carrier shall
13 provide the necessary transportation to ferry a passenger from the originally-designated
14 airport of departure to the actual airport of departure or from the airport of actual destination
15 to the airport of the originally-designated destination, as the case may be.

16 If, by reason of the deviation, a certain right of a passenger has been violated, the
17 applicable provisions of this Act shall govern the availment and grant of remedies and
18 compensation.

19 SEC. 40. *Provision of Assistance Desk.* – Air carriers shall provide Customer Service
20 Representatives (CSR) who can address common problems on the spot, which include
21 arranging for meals, hotel rooms and accommodation for stranded passengers, write checks
22 for denied boarding compensation, arrange luggage resolutions, and settle other routine
23 claims or complaints.

24 In addition, the CAB shall provide Complaints and Assistance Desks manned by CAB
25 or CAB-deputized personnel in all airports who shall assist passengers, whose rights have
26 been violated, including the filing of the complaint.

27 SEC. 41. *Remedies of the Passengers.* – Every passenger whose right provided in this Act is
28 violated shall have the following remedies:

29 (a) Go to the CSR of the air carrier at their designated counter. Ask for two (2)
30 copies of the report form and write the nature of the complaint.

31 (b) Submit the forms to the CSR and get acknowledgment receipt. Give one (1)
32 copy to the CSR for processing.

1 (c) Give the other copy at the Complaints and Assistance Desk (CAD) of CAB or
2 CAB-deputized personnel at the airport and attach the report form from the air carrier on the
3 report form from the CAB.

4 (d) Get acknowledgment receipt of complaint from the CAB.

5 (e) Get resolution slip from the air carrier's CSR and attach it on the CAB report
6 form and submit it to the CAB-CAD.

7 (f) If case is not resolved, go to the CAB-CAD and report such incident together
8 with documents, and other evidence, to support the claim.

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

13 SEC. 43. *Immediate Reporting of Off-loaded Checked Baggage.* – In case a checked baggage
14 has been off-loaded for operational, safety, or security reasons, the air carrier shall inform
15 the concerned passenger, at the soonest practicable time and in such manner that the
16 passenger shall readily know of such off-loading and the reason thereof. If the passenger's
17 baggage has been off-loaded, the air carrier shall make the appropriate report and give the
18 passenger a copy thereof, even if it announced that the baggage shall be on the next flight.

19 CHAPTER V

20 OBLIGATION OF THE CAAP, CAB AND AIRPORT OPERATORS

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

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

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

32 SEC. 46. *Complaints Desk.* – The CAB shall provide the necessary personnel to cater the
33 unresolved complaints of passenger in every commercial airport. It shall be the duty of the

1 assigned personnel to report all complaints to the CAB at the earliest time possible, taking
2 into account the nature of the relief sought by the passenger.

3 CHAPTER VI

4 REMEDIES AND GRIEVANCE PROCEDURES

5 SEC. 47. *Amicable Settlement.* – A passenger and air carrier shall exhaust all efforts toward
6 settling dispute amicably in accordance with the provisions set forth in this Act. If no amicable
7 settlement is reached, the government, through the CAB, may take cognizance of the case.

8 CHAPTER VII

9 PENAL PROVISIONS

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

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

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

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

24 CHAPTER VIII

25 FINAL PROVISIONS

26 SEC. 50. *Implementing Rules and Regulations (IRR).* – Within sixty (60) days from the
27 effectivity of this Act, the CAB shall, in coordination with the DOTC, DTI and CAAP, and after
28 consultation with accredited passenger organizations, air carriers and other directly affected
29 stakeholders, promulgate the necessary rules and regulations to effectively implement the
30 provisions of this Act.

31 SEC. 51. *Congressional Oversight Committee.* – A Congressional Oversight Committee for Air
32 Passenger Rights is hereby constituted in accordance with the provisions of this Act. The

1 Committee shall be composed of the Chairman of the Senate Committee on Public Services
2 and the Chairman of the House Committee on Transportation and four (4) additional
3 members from each House to be designated by the Senate President and the Speaker of the
4 House of Representatives, respectively. The Committee shall, in aid of legislation:

5 (a) Monitor and ensure the proper implementation of this Act;

6 (b) Review the collection performance of the Authority; and

7 (c) Review the proper implementation of the programs of the Authority and the
8 use of its collected fund.

9 In furtherance of these objectives, the Committee is empowered to require the DOTC,
10 DTI, CAAP and CAB, to submit all pertinent information, including complaints filed by the
11 passengers and the complaints resolved by the air carriers and the CAB.

12 The Committee shall be in existence for a period of five (5) years, and thereafter, its
13 oversight functions shall be exercised by the Senate Committee on Public Services and the
14 House Committee on Transportation acting separately.

15 SEC. 52. *Appropriations.* – The Secretary of Transportation and Communications shall
16 immediately include in the Department’s program the needed operational requirement in
17 upholding the enumerated rights in this Act, the initial funding of which shall be charged
18 against the current appropriations for the CAB. Thereafter, such sums as may be necessary
19 for the continued implementation of this Act shall be included in the annual General
20 Appropriations Act.

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

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

27 SEC. 55. *Effectivity.* – Notwithstanding the non-issuance of the IRR, this Act shall take effect
28 fifteen (15) days after its publication in the *Official Gazette* or in a newspaper of general
29 circulation.

Approved,